

Sussex County Board of Supervisors Meeting
Thursday, April 18, 2024 – 6 pm
General District Courtroom – Sussex Judicial Center
15098 Courthouse Road, Sussex VA 23884

ZOOM LINK
<https://us02web.zoom.us/j/9527387527>
Meeting ID: 952 738 7527

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1. Commencement

- 1.01 Call to Order/Determine Quorum
 - a. Approval of Board Member(s) Participating by Phone under Board Remote Participation Policy
- 1.02 The Invocation
- 1.03 The Pledge of Allegiance
- 1.04 Agenda Amendment(s)
- 1.05 Approval of Regular Agenda

2. Approval of Consent Agenda

- 2.01 Approval of Minutes: March 21, 2024 Regular Board Meeting
- 2.02 Warrants and Vouchers
- 2.03 Treasurer’s Report & Financial Update – *for information only*
- 2.04 Departmental Reports – *for information only*
- 2.05 Budget Resolution for 305 Fund Conversion to Revolving Fund

3. Recognitions/Awards/Presentation

- 3.01 Sussex County Secondary Six-Year Plan – George Bowman, VDOT
- 3.02 Virginia Business Ready Sites Program (VBRSP) 2023 Grant Award Project Summary and 2024 Grant Proposal Summary for the Sussex Megasite – David Conmy and Faith McClintic

4. Public Hearing

- 4.01 Zoning Amendment #2024-01, Eastern Woodlands Corp., Applicant
 - A. Public Comments
 - B. Board Comments
 - C. Action on Public Hearing Item, if any

5. Appointments

- 5.01 Brightpoint Community College Reappointment
- 5.02 Crater District Area Agency on Aging Appointment

6. Action Items

- 6.01 Consideration of Contract for Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities (RFP #2023-02)
- 6.02 Salty Southern Route Tourism Memorandum of Understanding

- 6.03 Resolutions for Virginia Tobacco Region Revitalization Commission FY2024 Southern Virginia Program:
 - A. Sussex Megasite Infrastructure Planning and Design
 - B. Waverly Business District Revitalization
- 6.04 CPMT Position Request
- 6.05 Courthouse Heating and Air System Software Replacement

7. Citizens' Comments

8. Unfinished Business – none

9. New Business – none

10. Board Members Comments

- 10.01 Blackwater District
- 10.02 Courthouse District
- 10.03 Henry District
- 10.04 Stony Creek District
- 10.05 Wakefield District
- 10.06 Waverly District
- 10.07 Yale District

11. Closed Session

- 11.01 Convene Into Closed Session
 - A. Consultation with the county attorney for legal advice regarding the Blackwater zoning, CUP application and siting agreement, pursuant to Va. Code Section 2.2.3711(A)(8).
- 11.02 Reconvene to Open Session
- 11.03 Certification
- 11.04 Action(s) Resulting from Closed Session

12. Recess/Adjournment

- 12.01 Recess/Adjournment
- 12.02 Next Regular Meeting, May 16, 2024 @ 6 p.m.

**At a Regular Meeting of the
Sussex County Board of Supervisors
Held in the General District Courtroom
Thursday, March 21, 2024 at 6 pm**

BOARD MEMBERS PRESENT

Thomas W. Baicy, III
C. Eric Fly, Sr.
Alfred G. Futrell
Wayne O. Jones
Phyllis T. Tolliver
Steve E. White

BOARD MEMBERS ABSENT

Rufus E. Tyler, Sr.

STAFF PRESENT

Richard Douglas, County Administrator
Danielle Powell, County Attorney
Ellen G. Boone, Commissioner of the Revenue
Deste J. Cox, Treasurer
Jeffrey Gary, Public Works Director
Ernest Giles, Sheriff
Almetia Hardman, Chief Deputy Commonwealth's Attorney
Michael Poarch, Planner
Nick Sheffield, Fire & Rescue Chief
Regina Sykes, Commonwealth's Attorney
Gary M. Williams, Circuit Court Clerk
Shilton R. Butts, Assistant to the County Administrator/
Clerk to the Board of Supervisors

1. Commencement

1.01 Call to Order/Determine Quorum

Chairman Jones called the March 21, 2024 regular meeting of the Sussex County Board of Supervisors to order.

1.02 The Invocation

The Invocation was offered by Supervisor Baicy.

1.03 The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

1.04 Agenda Amendments

Chairman Jones requested to add under Item 8. Unfinished Business, as Item 8.01 Appointments to Personnel and Finance Committees.

Supervisor Baicy requested to move under Item 3. Recognition/Awards/Presentation, Item 3.03 Overview of Historic Courthouse/Complex Site Assessment and Conceptual Design/Cost Estimate Process to Item 3.04; and add Item 3.03 Gary Williams, Sussex Circuit Court Clerk.

1.05 Approval of Regular Agenda

ON MOTION OF SUPERVISOR BAICY, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby approved the March 21, 2024 regular meeting agenda inclusive of adding under Item 8. Unfinished Business, as Item 8.01 Appointments to Personnel and Finance Committees and moving under Item 3. Recognition/Awards/Presentation, Item 3.03 Overview of Historic Courthouse/Complex Site Assessment and Conceptual Design/Cost Estimate Process to Item 3.04; and add Item 3.03 Gary Williams, Sussex Circuit Court Clerk. All Board members present voted aye.

2. Approval of Consent Agenda

ON MOTION OF SUPERVISOR TOLLIVER, seconded by SUPERVISOR BAICY and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the Consent agenda inclusive of the following: (a) February 22 Special (Rescheduled regular) Meeting minutes; (b) the Approval of Warrants and Vouchers; (c) the Treasurer's Report and Financial Update; (d) Departmental Reports; and (e) Acceptance of Health Insurance Plan/Rates. All Board members present voted aye.

3. Recognitions/Awards/Presentation

3.01 RECOGNITION: Honoring Susan Pope Irving

On February 15, 2024, Susan Irving, the former Mayor of the Town of Waverly, passed. A resolution was prepared recognizing the late Susan Pope Irving for her outstanding efforts as a devoted servant and community leader for the Town of Waverly and the Sussex community.

The Board extended their sincerest prayers and condolences to her husband, Mr. Frank Irving, and the family for their loss.

Mr. Irving, her family and friends were be in attendance to receive the resolution.

A copy of Resolution recognizing the late Susan Pope Irving and Dr. Leming Support letter for resolution were included in the Board packet.

WHEREAS, Susan Pope Irving, a devoted public servant and community leader, passed away February 15, 2024; and

WHEREAS, Susan Pope Irving was a lifelong resident of Waverly, born to the late Leverette and Eloise Pope; and

WHEREAS, Susan Pope Irving was elected as Mayor of the Town of Waverly, serving from 2000 to 2010; and

WHEREAS, Susan Pope Irving was a long-time member of the Waverly Rescue Squad and an Advanced Life Support provider, serving the residents of Sussex County for 17 years, and mentoring dozens of members of the Waverly Rescue Squad; and

WHEREAS, in addition to reaching the rank of Captain of the Waverly Rescue Squad, she was named Outstanding Squadsman of the Year in 1979 and 1982, and Squadsman of the Year in 1984; and

WHEREAS, she also chaired Waverly Rescue Squad membership drives and fundraisers vital to the operations of this volunteer organization, including the Waverly Labor Day parade and festival fundraiser for a number of years; and

WHEREAS, Susan Pope Irving was well known throughout Waverly and Sussex County from an early age, helping her father run his local grocery store in Waverly until it closed in 1987; and

WHEREAS, Susan Pope Irving was strong in her faith, teaching Sunday school for many years at Waverly Baptist Church, and enjoying fellowship and worship as a member of the Waverly United Methodist Church; and

WHEREAS, Susan Pope Irving will be remembered for her compassion to others and support to her community, and remembered by friends as someone who “gave of herself wherever she saw the need,” “kind to everybody,” and “there for others”; and

THEREFORE BE IT RESOLVED that the Sussex County Board of Supervisors hereby extends its sincere sympathy on the passing of Susan Pope Irving to husband Frank, sons Greg and Matt, stepchildren Mandy and Mark, and other family and friends; and

BE IT FURTHER RESOLVED that the Sussex County Board of Supervisors hereby recognizes Susan Pope Irving for her many contributions and years of service to Sussex County and its residents; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this meeting of the Sussex County Board of Supervisors, this 21st day of March, 2024. By general consensus, all Board members present approved the resolution.

302 Waverly Solar Response to Site Screening and Stormwater Management Concerns

Supervisor Fly requested this item to be placed on the agenda, based on ongoing concerns related to vegetative screening and stormwater management at the Waverly Solar site under construction along/near Route 40 west of Waverly.

Supervisor Fly discussed and gave a brief summary of the problem of the trees being cut down and the buffer. He also mentioned the amendment to the CUP for this project.

There were discussions of increasing shielding and buffers. There was also discussion of corrective action. There was also discussion of entrenchment.

There were inquiries of preparation for rain.

Sean Hershberger, along with other representatives of Energix Renewables, were in attendance. They provided a progress report and answered questions on the Waverly Solar site.

3.03 Gary Williams, Circuit Court Clerk

The Honorable Gary M. Williams, Circuit Court Clerk, spoke briefly about his concerns regarding the 1950 Annex. He noted that he didn't want the traffic to County Administration. Mr. Williams noted that he wasn't consulted.

3.04 Overview of Historic Courthouse/Complex Site Assessment and Conceptual Design/Cost Estimate Process

Russell Pearlman, architect, with The Wooten Company, provided an overview of the Historic Courthouse/complex site assessment and conceptual design/cost estimate process completed over the past couple of years. This presentation was in advance of consideration of contract authorization for architectural services for the courthouse renovation/construction project with Glave & Holmes. John Spain with Glave and Holmes was in attendance, as well.

There were discussions of renovation/preservation, Administration building costs, and the demolition of 1950 addition. There was also discussion of affordability noted by Davenport.

There was discussion regarding space, saving integrity and costs. There was inquiry of whether costs were \$22 million or \$17 million.

There was inquiry of whether any study was done to build new in lieu of renovation.

Mr. Pearlman noted that he spoke with the Circuit Court Clerk. Mr. William's concern was not losing space. He noted that Mr. William's office space is currently 3,000 square ft. During discussion of office space needs, he noted that in the complex site assessment and conceptual design, the Clerk's office space is 4,000 square feet.

He also noted that he listened to the Judges.

4. Public Hearings

There was no Public Hearing.

5. Appointments

There were no appointments.

6. Action Items

6.01 Consideration of Contract for Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities (RFP #2023-02)

Administrator Douglas stated that Request for Proposals 2023-02, Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities was advertised in December 2023 to solicit proposals regarding the proposed courthouse project. Glave & Holmes, who along with the Wooten Company completed the initial building assessment and conceptual planning work related to this project, was the lone firm that submitted a proposal by the deadline (another firm submitted after the deadline and was not deemed as qualified as Glave & Holmes). Glave & Holmes has significant experience in major historic preservation projects. Their work with historic properties are highly regarded.

Staff has been negotiating contract fees as outlined in the RFP but has not finalized by the time this memo was prepared and plans to share at the board meeting. Staff is requesting authorization to execute a contract with Glave & Holmes for project architectural/engineering services (design, bid package, construction administration, etc.).

Copies of Glave & Holmes Proposal and RFP #2023-02 were included in the Board packet.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby tabled the Consideration of Contract for Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities (RFP #2023-02). All Board members present voted aye.

7. Citizens' Comments

- Susan B. Moore (Wakefield District) – Hunting Ordinance; hunting season return phone call.
- Millard “Pete” Stith (Community Coalition) –Thinking outside the box; suggestions for County Administration building and costs.

8. Unfinished Business

8.01 Adoption of Board Rules and Procedures

Vice Chairman White noted that under Section 7-2 Standing Committees Roles and Guidelines of Board of Supervisors Bylaws, Subsection A. language, “Finance Committee: A Finance Committee should be appointed by the Chairman promptly after each annual meeting” should be changed to “Finance Committee: A Finance Committee “shall” be appointed....

Chairman Jones requested this item during agenda amendments to appoint the Personnel and Finance Committees. This item was previously tabled.

Administrator Douglas noted that surrounding localities no longer have Personnel and Finance committees.

Chairman Jones appointed Supervisors Baicy, Futrell and Tyler to the Personnel Committee. Supervisor Baicy was appointed Chairman of the Personnel Committee.

Chairman Jones appointed Supervisors Tolliver, White and Fly to the Finance Committee. Supervisor Tolliver was appointed the Chairman of the Finance Committee.

There was discussion of Section 2-5 Cancellation or Rescheduling of Meetings. There was discussion of if any members of the Board objects, the regularly scheduled meeting may proceed as originally planned. County Attorney Powell interpreted that noted that it stated “may”. The Chairman and the Vice Chairman had the discretion to decide whether to proceed. She advised and recommended striking the sentence in Section 2-5 Cancellation

Supervisor Fly requested to be removed from Virginia’s Gateway Region Board. He noted that he was on other Boards.

A copy of the BOS Bylaws was included in the Board packet.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR WHITE and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the following:

- In Section 7-2 Standing Committees Roles and Guidelines of Board of Supervisors Bylaws, Subsection A. language, “Finance Committee: A Finance Committee should be appointed by the Chairman promptly after each annual meeting” should be changed to “Finance Committee: A Finance Committee “shall” be appointed....
- Appointing Supervisors Baicy, Futrell and Tyler to the Personnel Committee. Supervisor Baicy was appointed Chairman of the Personnel Committee.
- Appointing Supervisors Tolliver, White and Fly to the Finance Committee. Supervisor Tolliver was appointed the Chairman of the Finance Committee.
- In Section 2-5 Cancellation or Rescheduling of Meetings, striking the sentence, If any member of the Board objects, the regularly scheduled meeting may proceed as originally planned.

All Board members present voted aye.

8.02 Stony Creek Volunteer Rescue Squad ERP Compliance Plan of Action

Vice Chairman White noted that they were working on draft plan. Vehicle has been purchased. Once Stony Creek Volunteer Rescue Squad and Fire and Rescue Chief is complete, it will be brought to the Board.

9. New Business

9.01 Regional Cigarette Tax Opportunity

Administrator Douglas stated that effective July 1, 2020, the Virginia General Assembly authorized all counties to levy tax on cigarettes (under previous law, only cities, towns, and two counties were authorized to tax cigarettes). Several counties and cities in the broader region have been considering or have committed to a regional cigarette tax, and county staff have been invited to participate in an upcoming discussion on potential interest to pursue this regional tax. Staff will participate in these discussions if the Board is interested in considering a cigarette tax ordinance and participation in a regional cigarette tax program.

Supervisor Fly disclosed that he works for Davis Oil.

There was inquiry as to whether the Region would receive funds from taxes or whether the County would receive all funds.

It was recommended to have Treasurer Cox research as to whether it was better to have a County cigarette tax or a Regional Cigarette Tax. It was also recommended to reach out to the towns of Wakefield and Waverly.

There was inquiry of employment for the County. County Attorney Powell noted that the employees would not be County employees. The tax authority would hire employees. The employees would be paid from the revenue received from the taxes.

There was a question/statement regarding local taxes not being on the agenda and not being able to amend the agenda due to the full Board not being present. County Attorney Powell clarified that not be able amend the agenda due to the full Board not being present only applies to Special meetings.

County Attorney Powell discussed making motions on items discussed during regular meeting that aren't on the agenda.

There was discussion of whether the tax would be a local cigarette tax for the County.

Staff is not requesting formal consideration at this time, but rather a general consensus for staff to participate in discussions regarding a potential regional cigarette tax.

Copies of a Cigarette Tax Ordinance, letter regarding Regional Cigarette Tax Board, an example of Cigarette Tax Board Agreement, Article 11, Sections 4.11-1 through 17 were included in the Board packet.

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the County Administrator to

Voting aye: Supervisors Futrell, Jones, Tolliver, White

Voting nay: Supervisors Baicy, Fly

Absent: Supervisor Tyler

10. Board Member Comments

10.01 Blackwater District – Agenda and citizens’ comments on each Action Item; citizen has to sign up online.

10.02 Courthouse District – Seventh Annual Easter egg hunt 3/30/24 from 1 p.m. -3 p.m.; Sussex County pageant – 3/23/24.

10.03 Henry District – absent

10.04 Stony Creek District – Report on County owned property.

10.05 Wakefield District – Reminder of Public Hearing at 4-H Center Monday, 3/25/24 at 6 p.m.; addressed statement that he had an assistant; VDOT – Wakefield Safety issue to fix.

10.06 Waverly District – Thanked County Administrator for work with seniors in Wakefield; transportation for seniors; thanked Jones Limo Services for transporting seniors.

10.07 Yale District – none for Yale; for Supervisor Baicy- Annual Spring Fling at Stony Creek Park – 4/6/24 at 9 a.m. – 3 p.m.; vendors

11. Closed Session

There was no Closed Session.

12. Adjournment

12.01 Adjournment

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR WHITE and carried: RESOLVED that the March 21, 2024 regular meeting of the Sussex County Board of Supervisors hereby adjourned at 7:59 p.m. All Board members present voted aye.

April 18,2024

WARRANTS & VOUCHERS SUMMARY

TOTAL ALL WARRANTS FOR APPROVAL \$ 1,071,737.96

TOTAL ALL VOID CHECKS FOR APPROVAL \$ 141,210.00

ACCOUNTS PAYABLE WARRANTS: CHECK NO. AMOUNTS PROCESS DATE

FOR MONTH OF March 2024	227553-227605	\$ 134,442.98	7-Mar-24
	227659-227708	\$ 408,585.15	14-Mar-24
	227709	\$ 917.07	14-Mar-24
	227710-227714	\$ 250.00	14-Mar-24
	227715-227756	\$ 4,250.00	15-Mar-24
	227779-227837	\$ 161,450.65	22-Mar-24
	227838-227865	\$ 59,471.79	28-Mar-24

Total Regular Warrants \$ 769,367.64

PAY. DEDUCTION WARRANTS: CHECK NO. AMOUNTS PROCESS DATE

FOR MONTH OF March 2024	227606-227645	\$ 8,075.00	8-Mar-24
	227646-227658	\$ 61,681.47	15-Mar-24
	227768-227778	\$ 62,287.69	29-Mar-24

Total Payroll Deduction Warrants: \$ 132,044.16

CSA WARRANTS: CHECK NO. AMOUNTS PROCESS DATE

FOR MONTH OF March 2024	227767	\$ 38.98	18-Mar-24
	227757-227766	\$ 154,621.12	18-Mar-24

Total CSA Warrants: \$ 154,660.10

ACH PAYMENTS CHECK NO. AMOUNTS PROCESS DATE

WEX INC	ACH	\$ 15,359.23	25-Mar-24
Bank of America	ACH	\$ 306.83	25-Mar-24

Total ACH Deduction Warrants: \$ 15,666.06

TOTAL VOUCHERS & WARRANTS FOR APPROVAL \$ 1,071,737.96

VOIDED CHECK NO. AMOUNTS PROCESS DATE

Emergency Solutions	227098	\$ 141,210.00	6-Mar-24
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CHECK#	VEN#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227553	1917	AMAZON CAPITAL SERVICES	000	3/07/2024	1,016.82	.00
227554	2002	APCO INTERNATIONAL, INC	000	3/07/2024	375.00	.00
227555	1639	BMS DIRECT INC.	000	3/07/2024	4,410.00	.00
227556	360	BUSINESS DATA OF VA., INC	000	3/07/2024	1,042.50	.00
227557	738	BUTLER'S TOWING AND	000	3/07/2024	37.00	.00
227558	1251	CABIN POINT VETERINARY	000	3/07/2024	4,256.90	.00
227559	1251	CABIN POINT VETERINARY	000	3/07/2024	3,172.60	.00
227560	1251	CABIN POINT VETERINARY	000	3/07/2024	3,240.20	.00
227561	728	CARQUEST OF WAKEFIELD	000	3/07/2024	666.72	.00
227562	1485	CENTRAL AGRIBUSINESS	000	3/07/2024	46.20	.00
227563	803	COMMERCIAL LAUNDRY	000	3/07/2024	539.87	.00
227564	1449	CONVERGENT TECHNOLOGIES	000	3/07/2024	359.00	.00
227565	20	COMLING BROTHERS	000	3/07/2024	499.52	.00
227566	845	CROWN CASTLE GT COMPANY	000	3/07/2024	1,537.71	.00
227567	871	CRYSTAL SPRINGS	000	3/07/2024	140.20	.00
227568	902	DOC FARMER'S MARKET	000	3/07/2024	280.85	.00
227569	1651	DOCUMENT SYSTEMS	000	3/07/2024	269.49	.00
227570	84	DOMINION VIRGINIA POWER	000	3/07/2024	9,873.97	.00
227571	84	DOMINION VIRGINIA POWER	000	3/07/2024	80.57	.00
227572	602	FIRE-X CORPORATION	000	3/07/2024	651.00	.00
36	2030	FLORES & ASSOCIATES, LLC	000	3/07/2024	5,226.37	.00
227573	152	GALIS, LLC	000	3/07/2024	167.82	.00
227574	1605	GLOBAL SIGNAL ACQUISITIONS	000	3/07/2024	491.95	.00
227575	276	GREENSVILLE COUNTY WATER	000	3/07/2024	83.19	.00
227576	1484	HALEY FORD	000	3/07/2024	43.73	.00
227577	1747	HERC RENTALS INC.	000	3/07/2024	1,166.83	.00
227578	1097	ID NETWORKS	000	3/07/2024	75,535.00	.00
227579	999999	JACKSON, JAMES	000	3/07/2024	25.20	.00
227580	49	JARRATT HARDWARE	000	3/07/2024	185.49	.00
227581	1213	LEETE TIRE & AUTO CENTER	000	3/07/2024	447.76	.00
227582	129	LOGAN SYSTEMS, INC	000	3/07/2024	673.55	.00
227583	999999	MCLEAN, TRISTAN	000	3/07/2024	180.00	.00
227584	1606	MOORE, KELLY	000	3/07/2024	46.32	.00
227585	999999	MUGRUDER, ERIC	000	3/07/2024	7.20	.00
227586	999999	NEWMAN, MICHAEL	000	3/07/2024	194.40	.00
227587	1246	PHILLIPS TELECOMMUNICATION	000	3/07/2024	492.55	.00
227588	61	PRINCE GEORGE ELECTRIC	000	3/07/2024	211.67	.00
227589	999999	PROCTISE, WESLEY	000	3/07/2024	1.35	.00
227590	63	RUTHERFORD SUPPLY	000	3/07/2024	357.00	.00
227591	2125	SIMMONS, JULIA	000	3/07/2024	400.00	.00
227592	1787	SIMPLE.COM	000	3/07/2024	192.00	.00
227593	1975	STAPLES, INC.	000	3/07/2024	589.59	.00
227594	67	STONY CREEK PHARMACY	000	3/07/2024	448.05	.00
227595	1215	SUSSEX COUNTY SCHOOL	000	3/07/2024	11,587.00	.00
227596	77	SUSSEX SERVICE AUTHORITY	000	3/07/2024	120.80	.00
227597	1833	TRANSUNION RISK & ALTERNA	000	3/07/2024	34.33	.00
227598	80	TRI CITY OFFICE PRODUCTS	000	3/07/2024	680.00	.00
227599	2156	UNITED SITE SERVICES OF M	000	3/07/2024	92.18	.00
227600	87	VAN CLEEF AUTO PARTS INC	000	3/07/2024	309.90	.00
227601	757	VERIZON BUSINESS	000	3/07/2024	659.74	.00
227602	39	VERIZON WIRELESS	000	3/07/2024	701.70	.00
227603	873	WASTE MANAGEMENT OF	000	3/07/2024		.00

AP100B 3/07/2024 SUSSEX COUNTY
TIME-13:17:26

A/P CHECK REGISTER
Check Date - 3/07/2024

ActPd - 2024/03

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CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227604	93	XEROX CORPORATION	000	3/07/2024	149.63	.00
227605	1644	XEROX FINANCIAL SERVICES CLASS TOTAL	000	3/07/2024	106.36	.00
					134,442.98	.00

ACH TOTAL 5,226.37MH
CHECK TOTAL 129,216.61MH
EPY TOTAL .00
FINAL TOTAL 134,442.98

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 134,442.98 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3.7.24
DATE

3.7.24
DATE

3/8/24
DATE

[Signature]
DIRECTOR OF FINANCE

[Signature]
COUNTY ADMINISTRATION

[Signature]
DESTE J. COX, TREASURER

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227659	615	AIRFIELD 4-H CONFERENCE C	000	3/14/2024	12,500.00	.00
227660	1010	AT&T	000	3/14/2024	3,909.16	.00
227661	1729	B.W.WILSON PAPER CO.	000	3/14/2024	146.26	.00
227662	1676	BERKLEY GROUP	000	3/14/2024	14,954.44	.00
227663	887	BRITT'S ROADSIDE	000	3/14/2024	37.00	.00
227664	183	BRITT'S SERVICE CENTER	000	3/14/2024	800.00	.00
227665	360	BUSINESS DATA OF VA, INC	000	3/14/2024	2,307.55	.00
227666	728	CARQUEST OF WAKEFIELD	000	3/14/2024	114.40	.00
227667	1485	CENTRAL AGRIBUSINESS	000	3/14/2024	61.60	.00
227668	1630	CHENEY BROTHERS	000	3/14/2024	1,604.99	.00
227669	1173	COPY CAT PRINTING	000	3/14/2024	1,670.46	.00
227670	20	COWLING BROTHERS	000	3/14/2024	1,032.59	.00
227671	2018	DILLARD ELECTRICAL	000	3/14/2024	1,040.00	.00
227672	902	DOC FARMER'S MARKET	000	3/14/2024	238.60	.00
227673	1651	DOCUMENT SYSTEMS	000	3/14/2024	94.59	.00
227674	84	DOMINION VIRGINIA POWER	000	3/14/2024	3,659.30	.00
227675	84	DOMINION VIRGINIA POWER	000	3/14/2024	2,479.19	.00
227676	2157	EMERGENCY SOLUTIONS, INC.	000	3/14/2024	61,740.00	.00
227677	1937	EMPORIA MEDICAL ASSOCIATE	000	3/14/2024	25.00	.00
227678	1692	FERRELLGAS	000	3/14/2024	929.96	.00
227679	1087	FIRE PROTECTION	000	3/14/2024	412.72	.00
227680	2030	FLORES & ASSOCIATES, LLC	000	3/14/2024	9,941.29	.00
227681	1527	FORD MOTOR CREDIT CO LLC	000	3/14/2024	66,572.04	.00
227682	2216	G & I SEPTIC DEMOLITION L	000	3/14/2024	800.00	.00
227683	1637	HALEY FORD SOUTH	000	3/14/2024	127,354.41	.00
227684	1747	HERC RENTALS INC.	000	3/14/2024	4,193.64	.00
227685	885	JARRATT FAST SHOP	000	3/14/2024	63.00	.00
227686	1969	JENSEN MECHANICAL INC.	000	3/14/2024	130.69	.00
227687	1740	JOHNSON CONTROLS FIRE	000	3/14/2024	1,468.40	.00
227688	1943	MARK D. MILITANA MD PC	000	3/14/2024	3,750.00	.00
227689	1983	MTD-ATLANTIC PEST AND LAW	000	3/14/2024	835.00	.00
227690	947	MUNICIPAL EMERGENCY SERVI	000	3/14/2024	265.10	.00
227691	61	PRINCE GEORGE ELECTRIC	000	3/14/2024	618.17	.00
227692	1787	SIMPLE COM	000	3/14/2024	50.00	.00
227693	1772	SOUTHSIDE ELECTRIC COOPER	000	3/14/2024	118.46	.00
227694	292	STANDBY SYSTEMS, INC	000	3/14/2024	187.50	.00
227695	2022	STAR2STAR COMMUNICATIONS, L	000	3/14/2024	226.06	.00
227696	1869	SUSSEX DISTRICT COURT	000	3/14/2024	241.32	.00
227697	2173	TERRY'S COLLISION CENTER	000	3/14/2024	5,099.43	.00
227698	1766	THE SUPPLY ROOM	000	3/14/2024	373.22	.00
227699	963	TIMMONS GROUP	000	3/14/2024	1,250.00	.00
227700	1324	TREASURER OF SURRY CO.	000	3/14/2024	64,035.67	.00
227701	80	TRI CITY OFFICE PRODUCTS	000	3/14/2024	347.27	.00
227702	769	VERIZON BUSINESS	000	3/14/2024	764.95	.00
227703	757	VERIZON DINNER	000	3/14/2024	496.18	.00
227704	2220	VIRGINIA ECONOMIC DEVELOP	000	3/14/2024	533.00	.00
227705	828	VIRGINIA'S GATEWAY REGION	000	3/14/2024	250.00	.00
227706	1601	W.S.CAMPBELL TOWING & REP	000	3/14/2024	8,750.00	.00
227707	879	WOMACK PUBLISHING CO.	000	3/14/2024	23.80	.00
227708	1644	XEROX FINANCIAL SERVICES	000	3/14/2024	432.44	.00
		CLASS TOTAL	000		656.30	.00
		ACH TOTAL			408,585.15	.00
		CHECK TOTAL			9,941.29	.00
		EPY TOTAL			398,643.86	.00

MH

FINAL TOTAL

408,585.15

.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 408,585.15- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3.14.24
DATE

3-14-24
DATE

3.14.24
DATE

[Signature]
DIRECTOR OF FINANCE

COUNTY ADMINISTRATION

[Signature]
DESTE J. COX TREASURER

API00B 3/14/2024 SUSSEX COUNTY
TIME-12:08:54

A/P CHECK REGISTER
Check Date - 3/14/2024

ActPd - 2024/03

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CHECK# 1404
VENDOR DARDEN, STRAWN

CLASS	DATE	AMOUNT	DISCOUNT
000	3/14/2024	917.07	.00
CLASS TOTAL		917.07	.00
ACH TOTAL		.00	
CHECK TOTAL		917.07	
EPY TOTAL		.00	
FINAL TOTAL		917.07	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 917.07- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3.14.24

DATE

3-14-24

DATE

3/14/24

DATE

DIRECTOR OF FINANCE

COUNTY ADMINISTRATION

DESTE J. COX, TREASURER

AP100B 3/14/2024 SUSSEX COUNTY
 TIME-14:45:18

A/P CHECK REGISTER
 Check Date - 3/14/2024

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CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227710	999999	Debbie Parham Jones	000	3/14/2024	50.00	.00
227711	999999	Jenae D. Edwards-Jones	000	3/14/2024	50.00	.00
227712	999999	Lori Atkins	000	3/14/2024	50.00	.00
227713	999999	Mark C. Owen	000	3/14/2024	50.00	.00
227714	999999	MICHAEL WHITEHURST	SPAIN	3/14/2024	50.00	.00
		CLASS TOTAL			250.00	.00

ACH TOTAL .00
 CHECK TOTAL 250.00
 EPY TOTAL .00
 FINAL TOTAL 250.00 MM .00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 250.00- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE 3/14/24
 DATE 3/15/2024
 DATE 3/15/24

Kelley J. Cox
 DIRECTOR OF FINANCE

Kelley J. Cox
 ADMINISTRATOR

Desti J. Cox
 TRASURER

API00B 3/15/2024 SUSSEX COUNTY
TIME-13:01:21

A/P CHECK REGISTER
Check Date - 3/15/2024

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CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227715	999999	ALESHA BRADSHAW	000	3/15/2024	100.00	.00
227716	999999	ANTHONY JACKSON, III	000	3/15/2024	100.00	.00
227717	999999	ANTONIO L. JONES	000	3/15/2024	150.00	.00
227718	999999	ASHLEY HERETICK	000	3/15/2024	100.00	.00
227719	999999	ASHTON S. CECIL	000	3/15/2024	100.00	.00
227720	999999	Carolyn G. Smith	000	3/15/2024	100.00	.00
227721	999999	China T. Haskett	000	3/15/2024	50.00	.00
227722	999999	CARLTON R. BLYTHE JR.	000	3/15/2024	100.00	.00
227723	999999	CAROLYN M. HILL	000	3/15/2024	100.00	.00
227724	999999	CHARLES SHEARS	000	3/15/2024	100.00	.00
227725	999999	CHRISTOPHER ALDRIDGE	000	3/15/2024	150.00	.00
227726	999999	COREY SCOTT	000	3/15/2024	100.00	.00
227727	999999	DAVID J. TAYLOR, SR	000	3/15/2024	150.00	.00
227728	999999	DESHAY L. ELEY	000	3/15/2024	50.00	.00
227729	999999	DONNA S. BASSETT	000	3/15/2024	50.00	.00
227730	999999	HOLLY BARNES	000	3/15/2024	50.00	.00
227731	999999	JACKIE DAMRON	000	3/15/2024	50.00	.00
227732	999999	JACQUELINE GOODE	000	3/15/2024	100.00	.00
227733	999999	JOHN E. BURGER JR	000	3/15/2024	150.00	.00
227734	999999	KATRINA DENISE PERRY	000	3/15/2024	100.00	.00
227735	999999	KENNETH CARLTON ATKINS	000	3/15/2024	100.00	.00
227736	999999	KEYOSHA CLANTON	000	3/15/2024	100.00	.00
227737	999999	KRISTIN BAILEY	000	3/15/2024	100.00	.00
227738	999999	KYLE G. WIDNER	000	3/15/2024	150.00	.00
227739	999999	LISA A. CARROLL	000	3/15/2024	100.00	.00
227740	999999	Melissa Cooper	000	3/15/2024	50.00	.00
227741	999999	Micah A. Justice	000	3/15/2024	100.00	.00
227742	999999	MAE T. CAMPBELL	000	3/15/2024	50.00	.00
227743	999999	MICHAEL BRISSON	000	3/15/2024	50.00	.00
227744	999999	MICHAEL C. UROUHART	000	3/15/2024	100.00	.00
227745	999999	MICHAEL GORDON	000	3/15/2024	150.00	.00
227746	999999	MICHAEL J. BRIGGS	000	3/15/2024	150.00	.00
227747	999999	PATRICIA A. CASTILLO	000	3/15/2024	150.00	.00
227748	999999	RICARDO G. Brown	000	3/15/2024	100.00	.00
227749	999999	RICHARD DOWNS	000	3/15/2024	150.00	.00
227750	999999	ROBERT B. HARRIS	000	3/15/2024	50.00	.00
227751	999999	RODNEY BAYS JR	000	3/15/2024	50.00	.00
227752	999999	SARAH F. ANTIS	000	3/15/2024	50.00	.00
227753	999999	STEVEN CRABTREE	000	3/15/2024	100.00	.00
227754	999999	STORMY WALLACE	000	3/15/2024	100.00	.00
227755	999999	WILLIAM EDWARD CRISWELL	000	3/15/2024	100.00	.00
227756	999999	ZACHARY THOMAS HOKE	000	3/15/2024	4,250.00	.00
CLASS TOTAL					4,250.00	.00
ACH TOTAL					.00	.00
CHECK TOTAL					4,250.00	.00
EPY TOTAL					.00	.00
FINAL TOTAL					4,250.00	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 4,250.00- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3.15.24
DATE

3/15/2024

3/15/24

Richard Douglas
DIRECTOR OF FINANCE

Deauthorized by
596F725508AC3

Rest of Office

API100B 3/22/2024 SUSSEX COUNTY
 TIME-14:36:35

A/P CHECK REGISTER
 Check Date - 3/22/2024

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CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
2277779	1960	ACTI PAYMENTS, INC.	000	3/22/2024	1,642.48	.00
2277780	1917	AMAZON CAPITAL SERVICES	000	3/22/2024	1,535.41	.00
2277781	14	ATLANTIC ELECTION	000	3/22/2024	4,829.80	.00
2277782	1472	BRACY, KEVIN	000	3/22/2024	75.00	.00
2277783	2041	BRANTLEY LEAH	000	3/22/2024	100.00	.00
2277784	887	BRITT'S ROADSIDE	000	3/22/2024	1,703.85	.00
2277785	183	BRITT'S SERVICE CENTER	000	3/22/2024	75.00	.00
2277786	2042	BROWN VIOLA	000	3/22/2024	75.00	.00
2277787	738	BUTLER'S TOWING AND	000	3/22/2024	4,406.20	.00
2277788	1251	CABIN POINT VETERINARY	000	3/22/2024	1,557.65	.00
2277789	1251	CABIN POINT VETERINARY	000	3/22/2024	1,889.63	.00
2277790	728	CARQUEST OF WAKEFIELD	000	3/22/2024	56.50	.00
2277791	1368	CAS SEVERN, INC.	000	3/22/2024	138.60	.00
2277792	1485	CENTRAL AGRIBUSINESS	000	3/22/2024	2,892.98	.00
2277793	1630	CHENEY BROTHERS	000	3/22/2024	386.20	.00
2277794	803	COMMERCIAL LAUNDRY	000	3/22/2024	75.00	.00
2277795	2055	COMMONWEALTH CALIBRATIONS	000	3/22/2024	460.65	.00
2277796	20	COWLING BROTHERS	000	3/22/2024	156.83	.00
2277797	24	CRATER YOUTH CARE	000	3/22/2024	238.85	.00
2277798	871	CRYSTAL SPRINGS	000	3/22/2024	280.60	.00
2277799	902	DOC FARMER'S MARKET	000	3/22/2024	99.00	.00
2278000	1651	DOCUMENT SYSTEMS	000	3/22/2024	4,385.63	.00
2278001	84	DOMINION VIRGINIA POWER	000	3/22/2024	150.00	.00
2278002	123	EDMOND, J. LAFAYETTE	000	3/22/2024	71,955.00	.00
2278003	2157	EMERGENCY SOLUTIONS, INC.	000	3/22/2024	669.32	.00
2278004	1692	FERRELLGAS	000	3/22/2024	4,053.04	.00
38	2030	FLORES & ASSOCIATES, LLC	000	3/22/2024	75.00	.00
227805	2084	GRAY, BARBARA	000	3/22/2024	150.00	.00
227806	2218	GRINSTEAD, ELENA	000	3/22/2024	909.00	.00
227807	1788	HALE'S ELECTRIC SERVICE,	000	3/22/2024	5,198.78	.00
227808	1484	HALEY FORD	000	3/22/2024	2,800.00	.00
227809	2219	JLV COMMUNICATIONS, LLC	000	3/22/2024	1,350.00	.00
227810	1550	KINEX NETWORKING SOLUTION	000	3/22/2024	150.00	.00
227811	1477	KING, ROGER	000	3/22/2024	20.84	.00
227812	1433	LOWE'S	000	3/22/2024	80.10	.00
227813	999599	MAGRUDER, ERIC	000	3/22/2024	150.00	.00
227814	1392	MASON, DENNIS	000	3/22/2024	200.00	.00
227815	309	MASSENBURG, TERRY	000	3/22/2024	150.00	.00
227816	1600	MAYES, ANDREW W.	000	3/22/2024	1,477.31	.00
227817	947	MUNICIPAL EMERGENCY SERVI	000	3/22/2024	4,733.61	.00
227818	56	OWEN FORD, INC	000	3/22/2024	1,128.96	.00
227819	991	PARKER OIL CO	000	3/22/2024	80.10	.00
227820	999999	PROCISE, WESLEY	000	3/22/2024	326.40	.00
227821	2083	READ'S UNIFORMS INC.	000	3/22/2024	3,400.00	.00
227822	176	ROBINSON FARMER & COX	000	3/22/2024	75.00	.00
227823	2043	ROGERS, EARL	000	3/22/2024	150.00	.00
227824	1866	SHANDS, RUDOLPH	000	3/22/2024	4,637.02	.00
227825	1524	SOFTWARE UNLIMITED	000	3/22/2024	6.00	.00
227826	942	SUSSEX MINT MART	000	3/22/2024	161.31	.00
227827	1904	SYKES, REGINA	000	3/22/2024	54.00	.00
227828	485	THOMSON WEST	000	3/22/2024	1,104.30	.00
227829	80	TRI CITY OFFICE PRODUCTS	000	3/22/2024		.00

API00B 3/22/2024 SUSSEX COUNTY
 TIME-14:36:35

A/P CHECK REGISTER
 Check Date - 3/22/2024

ActPd - 2024/03

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CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227830	87	VAN CLEEVE AUTO PARTS INC	000	3/22/2024	446.53	.00
227831	39	VERIZON WIRELESS	000	3/22/2024	196.96	.00
227832	828	VIRGINIA'S GATEWAY REGION	000	3/22/2024	16,250.00	.00
227833	2127	VRAY	000	3/22/2024	220.00	.00
227834	2158	WILBERT WILLIAMS AND SONS	000	3/22/2024	6,182.00	.00
227835	2044	WYCHE, NATHALIA	000	3/22/2024	75.00	.00
227836	2013	1-800-PACK-RAT, LLC	000	3/22/2024	205.21	.00
227837	1987	3P TRADING COMPANY, LLC	000	3/22/2024	315.00	.00
		CLASS TOTAL			161,450.65	.00

ACH TOTAL 4,053.04 ✓
 CHECK TOTAL 157,397.61 ✓
 EPY TOTAL .00
 FINAL TOTAL 161,450.65 ✓

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 161,450.65 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE 3/25/2024
 DATE 3/25/24

[Signature]
 DIRECTOR OF FINANCE
 Designated by:
[Signature]
 KENNETH DAVIS
 ADMINISTRATOR
 DEPT OF SOCIAL SERVICES ADMINISTRATION
[Signature]
 DESTE J. COX, TREASURER

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
227838	1011	ANTHEM BLUE CROSS& SHIELD	000	3/28/2024	26,244.11	.00
227839	1010	AT&T	000	3/28/2024	3,909.16	.00
227840	10	BANK OF SOUTHSIDE VA	000	3/28/2024	3,648.52	.00
227841	1639	BMS DIRECT INC.	000	3/28/2024	963.27	.00
227842	183	BRITT'S SERVICE CENTER	000	3/28/2024	1,465.49	.00
227843	738	BUTLER'S TOWING AND	000	3/28/2024	108.00	.00
227844	1251	CABIN POINT VETERINARY	000	3/28/2024	924.05	.00
227845	728	CARQUEST OF WAKEFIELD	000	3/28/2024	1,192.94	.00
227846	504	COMMISSIONER OF THE	000	3/28/2024	75.00	.00
227847	2055	COMMONWEALTH CALIBRATIONS	000	3/28/2024	350.00	.00
227848	2053	COV DESIGNS	000	3/28/2024	104.92	.00
227849	20	COMLING BROTHERS	000	3/28/2024	118.00	.00
227850	1613	CUSTOM CLEANERS	000	3/28/2024	144.35	.00
227851	902	DOC FARMER'S MARKET	000	3/28/2024	224.00	.00
227852	1651	DOCUMENT SYSTEMS	000	3/28/2024	4,892.34	.00
41	2030	FLORES & ASSOCIATES, LLC	000	3/28/2024	36.76	.00
227853	999999	HARDMAN, ALMETIA	000	3/28/2024	63.00	.00
227854	885	JARRATT FAST SHOP	000	3/28/2024	87.47	.00
227855	1046	MCI	000	3/28/2024	75.00	.00
227856	1983	MTD-ATLANTIC PEST AND LAW	000	3/28/2024	500.00	.00
227857	2225	MILES B. CARPENTER FRIENDS	000	3/28/2024	2,392.00	.00
227858	2224	NOBLE SUPPLY AND LOGISTIC	000	3/28/2024	15.00	.00
227859	2074	RUSSELL'S AUTO-TRUCK PART	000	3/28/2024	172.00	.00
227860	80	TRI CITY OFFICE PRODUCTS	000	3/28/2024	185.94	.00
227861	87	VAN CLEEF AUTO PARTS INC	000	3/28/2024	10,939.15	.00
227862	39	VERIZON WIRELESS	000	3/28/2024	200.00	.00
227863	442	VIRGINIA MAGISTRATES	000	3/28/2024	145.00	.00
227864	1644	XEROX FINANCIAL SERVICES	000	3/28/2024	221.32	.00
227865	1978	YELVERTON, FAYE	000	3/28/2024	59,471.79	.00
CLASS TOTAL					59,471.79	.00
ACH TOTAL					4,892.34	.00
CHECK TOTAL					54,579.45	.00
EPY TOTAL					.00	.00
FINAL TOTAL					59,471.79	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 59,471.79- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE 3.28.24
 DATE 3-28-24
 DATE 3/28/24
 DATE 3/28/24

[Signature]
 DIRECTOR OF FINANCE

[Signature]
 COUNTY ADMINISTRATION
 BESTE J. COX TREASURER

EMPLY#	NAME	SOC. SEC.	CHECK#	NET PAY
000874	ALLMOND, LISA MICHELLE	XXX-XX-1893	227606 V	175.00
000605	BANKS, BARBARA	XXX-XX-7560	227607	175.00
000873	BENNETT, RHONDA L	XXX-XX-0373	227608	175.00
000662	BONNER, MOLLY T	XXX-XX-0941	227609	175.00
000489	BROWN, VIOLA D.	XXX-XX-1596	227610	175.00
000654	CAHOON, MELINDA K	XXX-XX-5877	227611	200.00
000798	CLAIBORNE, CONNIE L	XXX-XX-2181	227612	175.00
000154	CLARKE, SUSIE A	XXX-XX-0012	227613	175.00
000794	CONNER, REBECCA B	XXX-XX-2719	227614	175.00
000540	CORL, CHRISTINE C	XXX-XX-7587	227615	175.00
000649	DAVIS, ALEXANDER JR	XXX-XX-3571	227616	175.00
000480	DAVIS, CORLISS W.	XXX-XX-4659	227617	200.00
000504	ELDER, BARBARA A	XXX-XX-8597	227618	600.00
000702	FENWICK, PAUL R	XXX-XX-7285	227619	200.00
000606	FORD-WESTBROOK, GAIL	XXX-XX-9840	227620	600.00
000477	GILES, HATTIE S.	XXX-XX-1034	227621	200.00
000515	GILES, PAULINE E.	XXX-XX-4294	227622	175.00
000661	GILL, AMANDA L	XXX-XX-6373	227623	200.00
000602	GOODE, JACQUELINE W	XXX-XX-1908	227624	175.00
000599	HARVELL, JEAN D	XXX-XX-1983	227625	175.00
000600	HILL, LUCY P	XXX-XX-5375	227626	175.00
000487	HILL, MARY J.	XXX-XX-9442	227627	200.00
000795	JACKSON, JANICE E	XXX-XX-4056	227628	175.00
000474	JOHNSON, EARLINE T.	XXX-XX-1226	227629	175.00
000822	LOGAN, RHONDA F	XXX-XX-9336	227630	175.00
000483	MASON, MAE K.	XXX-XX-3370	227631	175.00
000502	MASON, REATHER S.	XXX-XX-1008	227632	175.00
000653	MASSENBURG, SALLIE M	XXX-XX-0949	227633	175.00
000601	MEADE, SHIRLEY D	XXX-XX-8891	227634	175.00
000797	MORRIS, NANCY H	XXX-XX-3778	227635	175.00
000541	PETTICOLAS, MAYVIS L	XXX-XX-8938	227636	175.00
000875	POOLE, ARNOLD M	XXX-XX-1202	227637	175.00
000799	POOLE, STEPHEN R	XXX-XX-6364	227638	175.00
000659	ROWLEY, DAVID I	XXX-XX-7120	227639	200.00
000519	SHIVER, VICKI F.	XXX-XX-0943	227640	200.00
000496	TAYLOR, EMMA P.	XXX-XX-8369	227641	175.00
000658	TRISVAN, BERNICE L	XXX-XX-8154	227642	200.00
000501	VAUGHAN, MARGARET	XXX-XX-2685	227643	175.00
000471	WILLIAMS, DOROTHY G.	XXX-XX-5839	227644	175.00
000497	WILLIAMS, YVONNE D.	XXX-XX-1228	227645	175.00
COMPANY TOTAL				8,075.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW
 OR PREVIOUSLY DOCUMENTED. THE TOTAL 8,075.00 EQUALS THE CHECK REGISTER.

3-8-24
 DATE 3-11-24

Robert C. [Signature]
 COUNTY ADMINISTRATOR

GROSS-\$

8,075.00

PAYROLL DEDUCTION CHECKS

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK NO.	NET AMOUNT	CHECK NO.	DESCRIPTION	BATCH
00000	000245	AFLAC	DC040240316240300	3/15/2024	100-000200-0100-	-	547.49	227646		00000
00000	000245		DC040240316240300	3/15/2024	105-000200-0100-	-	87.39	227646		00000
00000	000245		DC041240316240300	3/15/2024	100-000200-0100-	-	614.91	227646		00000
00000	000245		DC041240316240300	3/15/2024	105-000200-0100-	-	109.99	227646		00000
					CHECK TOTAL		1,359.78			
00000	000881	ANTHEM BLUE CROSS AND	DC005240316240300	3/15/2024	100-000200-0100-	-	10,576.00	227647		00000
00000	000881		DC005240316240300	3/15/2024	105-000200-0100-	-	2,644.00	227647		00000
00000	000881		DC015240316240300	3/15/2024	100-000200-0100-	-	9,645.00	227647		00000
00000	000881		DC015240316240300	3/15/2024	105-000200-0100-	-	964.50	227647		00000
00000	000881		DC126240316240300	3/15/2024	100-000200-0100-	-	25,704.00	227647		00000
00000	000881		DC126240316240300	3/15/2024	105-000200-0100-	-	4,998.00	227647		00000
					CHECK TOTAL		54,531.50			
00000	002205	FRANKLIN HOSPITAL CORPORA	DC205240316240300	3/15/2024	100-000200-0100-	-	57.50	227648		00000
					CHECK TOTAL		57.50			
00000	002171	JAMES CITY COUNTY TREASUR	DC204240316240300	3/15/2024	100-000200-0100-	-	100.00	227649		00000
					CHECK TOTAL		100.00			
00000	001397	LEGAL SHIELD	DC097240316240300	3/15/2024	100-000200-0100-	-	76.32	227650		00000
00000	001397		DC097240316240300	3/15/2024	105-000200-0100-	-	46.39	227650		00000
					CHECK TOTAL		122.71			
00000	001021	MINNESOTA LIFE INS CO	DC200240316240300	3/15/2024	100-000200-0100-	-	484.80	227651		00000
00000	001021		DC200240316240300	3/15/2024	105-000200-0100-	-	99.18	227651		00000
					CHECK TOTAL		583.98			
00000	000872	NATIONWIDE RETIREMENT	DC090240316240300	3/15/2024	100-000200-0100-	-	320.00	227652		00000
00000	000872		DC090240316240300	3/15/2024	105-000200-0100-	-	100.00	227652		00000
					CHECK TOTAL		420.00			
00000	002217	PETERSBURG HOSPITAL COMPA	DC207240316240300	3/15/2024	100-000200-0100-	-	104.09	227653		00000
					CHECK TOTAL		104.09			
00000	001801	SOUTHAMPTON COUNTY TREASU	DC206240316240300	3/15/2024	100-000200-0100-	-	377.74	227654		00000
					CHECK TOTAL		377.74			
00000	001560	SUZANNE E WADE, TRUSTEE	DC107240316240300	3/15/2024	100-000200-0100-	-	448.50	227655		00000
					CHECK TOTAL		448.50			
00000	000247	TREASURER OF VIRGINIA	DC080240316240300	3/15/2024	100-000200-0100-	-	2,601.07	227656		00000
					CHECK TOTAL		2,601.07			
00000	000831	VACORP	DC035240316240300	3/15/2024	100-000200-0100-	-	256.83	227657		00000
00000	000831		DC035240316240300	3/15/2024	105-000200-0100-	-	92.77	227657		00000
					CHECK TOTAL		349.60			
00000	001027	VALIC RETIREMENT	DC091240316240300	3/15/2024	100-000200-0100-	-	625.00	227658		00000
					CHECK TOTAL		625.00			
					CLASS TOTAL		61,681.47			
					FINAL TOTAL		61,681.47			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.

THE TOTAL 61,691.47 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3-8-24
DATE
3/11/24

Robert S. [Signature]
COUNTY ADMINISTRATOR
Robert S. [Signature]

PAYROLL DEDUCTION CHECKS

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	DESCRIPTION	BATCH
00000	000245	AFLAC	DC040240331240300	3/29/2024	100-000200-0100-	606.91	227768		00000
00000	000245		DC040240331240300	3/29/2024	105-000200-0100-	87.39	227768		00000
00000	000245		DC041240331240300	3/29/2024	100-000200-0100-	644.91	227768		00000
00000	000245		DC041240331240300	3/29/2024	105-000200-0100-	109.99	227768		00000
CHECK TOTAL						1,449.20			
00000	000881	ANTHEM BLUE CROSS AND	DC005240331240300	3/29/2024	100-000200-0100-	10,576.00	227769		00000
00000	000881		DC005240331240300	3/29/2024	105-000200-0100-	2,644.00	227769		00000
00000	000881		DC015240331240300	3/29/2024	100-000200-0100-	9,645.00	227769		00000
00000	000881		DC015240331240300	3/29/2024	105-000200-0100-	964.50	227769		00000
00000	000881		DC126240331240300	3/29/2024	100-000200-0100-	26,418.00	227769		00000
00000	000881		DC126240331240300	3/29/2024	105-000200-0100-	4,998.00	227769		00000
CHECK TOTAL						55,245.50			
00000	002171	JAMES CITY COUNTY TREASUR	DC204240331240300	3/29/2024	100-000200-0100-	100.00	227770		00000
CHECK TOTAL						100.00			
00000	001397	LEGAL SHIELD	DC097240331240300	3/29/2024	100-000200-0100-	76.32	227771		00000
00000	001397		DC097240331240300	3/29/2024	105-000200-0100-	46.39	227771		00000
CHECK TOTAL						122.71			
00000	001021	MINNESOTA LIFE INS CO	DC200240331240300	3/29/2024	100-000200-0100-	484.80	227772		00000
00000	001021		DC200240331240300	3/29/2024	105-000200-0100-	99.18	227772		00000
CHECK TOTAL						583.98			
00000	000872	NATIONWIDE RETIREMENT	DC090240331240300	3/29/2024	100-000200-0100-	345.00	227773		00000
00000	000872		DC090240331240300	3/29/2024	105-000200-0100-	100.00	227773		00000
CHECK TOTAL						445.00			
00000	002217	PETERSBURG HOSPITAL COMPA	DC207240331240300	3/29/2024	100-000200-0100-	457.93	227774		00000
CHECK TOTAL						457.93			
00000	001560	SUZANNE E WADE, TRUSTEE	DC107240331240300	3/29/2024	100-000200-0100-	448.50	227775		00000
CHECK TOTAL						448.50			
00000	000247	TREASURER OF VIRGINIA	DC080240331240300	3/29/2024	100-000200-0100-	2,460.27	227776		00000
CHECK TOTAL						2,460.27			
00000	000831	VACORP	DC035240331240300	3/29/2024	100-000200-0100-	256.83	227777		00000
00000	000831		DC035240331240300	3/29/2024	105-000200-0100-	92.77	227777		00000
CHECK TOTAL						349.60			
00000	001027	VALIC RETIREMENT	DC091240331240300	3/29/2024	100-000200-0100-	625.00	227778		00000
CHECK TOTAL						625.00			
CLASS TOTAL						62,287.69			
FINAL TOTAL						62,287.69			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 62,287.69- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3-22-24
 DATE

Richard C. [Signature]
 COUNTY ADMINISTRATOR

3/25/24

William B. [Signature]

✓

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	003001	ALLIED INSTRUCTIONAL SERV	FEB1013068-0074	3/18/2024		4110-053000-1013	780.00	227757			29-Special Education Private 01980 TRISVAN, KHALIA	
DISC. TOTAL			JAN1013068-0079	3/18/2024		4110-053000-1013	780.00	227757			29-Special Education Private 01980 TRISVAN, KHALIA	
			CHECK TOTAL	1,560.00	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	1,560.00
0000000	003004	BELIEVE-N-U YOUTH EMPOWER	FEB1012998-0077	3/18/2024		4110-053000-1013	5,360.00	227758			29-Special Education Private 01980 SCOTT, JAVLA	
DISC. TOTAL			FEB1013048-0076	3/18/2024		4110-053000-1013	6,420.00	227758			29-Special Education Private 01980 WARRIN, JERTAVIUS	
			FEB1013049-0075	3/18/2024		4110-053000-1013	9,920.00	227758			29-Special Education Private 01980 TRISVAN, KHALIA	
			FEB1013060-0039	3/18/2024		4110-053000-1003	3,210.00	227758			1e-Educational Services Congrn01980 PHILLIPS, E. MARE	
			JAN1013060-0042	3/18/2024		4110-053000-1003	5,457.00	227758			1e-Educational Services Congrn01980 PHILLIPS, E. MARE	
			CHECK TOTAL	30,367.00	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	30,367.00
0000000	003006	BRIGHTSTAR CARE OF RICHMO	FEB1013050-0078	3/18/2024		4110-053000-1013	1,137.50	227759			29-Special Education Private 01980 TRISVAN, KHALIA	
DISC. TOTAL			CHECK TOTAL	1,137.50	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	1,137.50
0000000	003039	BUILDING OUR YOUTH LLC	FEB1012996-0084	3/18/2024		4110-053000-2001	600.00	227760			3-Community Based 01980 RUFFIN, ARTEMIS	
DISC. TOTAL			FEB1013003-0083	3/18/2024		4110-053000-2001	1,920.00	227760			3-Community Based 01980 RUFFIN, ARTEMIS	
			FEB1013018-0081	3/18/2024		4110-053000-2001	2,340.00	227760			3-Community Based 01980 STRINGFIELD, AMON	
			FEB1013039-0073	3/18/2024		4110-053000-1011	2,340.00	227760			2f-Community Based Services 01980 TISDALE, TYLER	
			FEB1013040-0082	3/18/2024		4110-053000-2001	2,640.00	227760			3-Community Based 01980 SMITH, RYAN	
			CHECK TOTAL	9,840.00	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	9,840.00
0000000	003016	INTERCEPT YOUTH SERVICES	FEB1012976-0048	3/18/2024		4110-053000-1005	5,673.81	227761			2a1-Treatment Foster Care:non01980 BRINKLEY, CHARLIE	
DISC. TOTAL			FEB1012994-0055	3/18/2024		4110-053000-1005	4,608.18	227761			2a1-Treatment Foster Care:non01980 EDWARDS, TATUM	
			FEB1013019-0049	3/18/2024		4110-053000-1005	6,695.43	227761			2a1-Treatment Foster Care:non01980 BNUMM JR, JONATHA	
			FEB1013020-0050	3/18/2024		4110-053000-1005	5,504.18	227761			2a1-Treatment Foster Care:non01980 BNUMM, JANYVAH	
			FEB1013021-0051	3/18/2024		4110-053000-1005	4,608.18	227761			2a1-Treatment Foster Care:non01980 BNUMM, JAYDON	
			FEB1013022-0052	3/18/2024		4110-053000-1005	5,897.81	227761			2a1-Treatment Foster Care:non01980 BNUMM, JEREMIAH	
			FEB1013023-0053	3/18/2024		4110-053000-1005	5,449.81	227761			2a1-Treatment Foster Care:non01980 BNUMM, JOSTIAH	
			FEB1013024-0054	3/18/2024		4110-053000-1005	4,608.18	227761			2a1-Treatment Foster Care:non01980 BNUMM, JOURNEY	
			FEB1013025-0043	3/18/2024		4110-053000-1004	4,810.81	227761			2a-Treatment Foster Care:non01980 BYRD, ELI	
			FEB1013026-0044	3/18/2024		4110-053000-1004	4,810.81	227761			2a-Treatment Foster Care:non01980 BYRD, ELIJAH	
			CHECK TOTAL	52,667.20	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	52,667.20
0000000	003016	INTERCEPT YOUTH SERVICES	FEB1013027-0045	3/18/2024		4110-053000-1004	4,810.81	227762			2a-Treatment Foster Care:non01980 BYRD, JOSHUA	
DISC. TOTAL			FEB1013028-0046	3/18/2024		4110-053000-1004	4,810.81	227762			2a-Treatment Foster Care:non01980 CABERS, JAVYRIN	
			FEB1013029-0047	3/18/2024		4110-053000-1004	4,810.81	227762			2a-Treatment Foster Care:non01980 CABERS, MARIAM LA	
			FEB1013072-0059	3/18/2024		4110-053000-1005	3,279.38	227762			2a1-Treatment Foster Care:non01980 BLAISDELL, ALYSA	
			FEB1013073-0056	3/18/2024		4110-053000-1005	3,279.38	227762			2a1-Treatment Foster Care:non01980 SHEARL, DANIELLE	
			FEB1013074-0057	3/18/2024		4110-053000-1005	3,279.38	227762			2a1-Treatment Foster Care:non01980 SHEARL, EUGENE	
			FEB1013075-0058	3/18/2024		4110-053000-1005	3,279.38	227762			2a1-Treatment Foster Care:non01980 SHEARL, HATLEY	
			JAN1013059-0080	3/18/2024		4110-053000-1014	8,212.30	227762			2i-Psychiatric Hospital 01980 WILLIAMS, OLIVIAH	
			JAN1013076-0060	3/18/2024		4110-053000-1005	3,562.08	227762			2a1-Treatment Foster Care:non01980 WILLIAMS, OLIVIAH	
			CHECK TOTAL	39,324.33	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	39,324.33
0000000	003017	JACKSON FIELD HOMES, INC	DEC1012899-0038	3/18/2024		4110-053000-1003	4,047.00	227763			1e-Educational Services Congrn01980 BYRD, JOZIAH	
DISC. TOTAL			FEB1013067-0040	3/18/2024		4110-053000-1003	4,473.00	227763			1e-Educational Services Congrn01980 BYRD, JOZIAH	
			CHECK TOTAL	8,520.00	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	8,520.00
0000000	003033	NORTH SPRING BEHAVIORAL H	FEB1013053-0041	3/18/2024		4110-053000-1003	5,890.29	227764			1e-Educational Services Congrn01980 FOSTER, KAYLA	
DISC. TOTAL			CHECK TOTAL	5,890.29	ACH PMT TOTAL		.00	EPY PMT TOTAL			TOTAL	5,890.29

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR'L	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH AMT	G/L ACCOUNT DESC.	BATCH INV DESCRIPTION
0000000	003040	PHILLIP EDWARDS	DEC1013065-0062	3/18/2024		4110-053000-1008-	639.00	227765		227765	2e-Family Foster Care	01980 WARD, LUKE
0000000	003040		DEC1013069-0061	3/18/2024		4110-053000-1008-	639.00	227765		227765	2e-Family Foster Care	01980 WARD, LIAM
0000000	003040		DEC1013070-0063	3/18/2024		4110-053000-1008-	639.00	227765		227765	2e-Family Foster Care	01980 LITCHEFIELD, LEVI
0000000	003040		FEB1013042-0064	3/18/2024		4110-053000-1008-	639.00	227765		227765	2e-Family Foster Care	01980 WARD, LIAM
0000000	003040		FEB1013043-0065	3/18/2024		4110-053000-1008-	639.00	227765		227765	2e-Family Foster Care	01980 WARD, LIAM
0000000	003040		FEB1013071-0066	3/18/2024		4110-053000-1008-	330.60	227765		227765	2e-Family Foster Care	01980 WARD, LUKE
0000000	003040		JAN1013065-0068	3/18/2024		4110-053000-1008-	362.10	227765		227765	2e-Family Foster Care	01980 WARD, LUKE
0000000	003040		JAN1013069-0067	3/18/2024		4110-053000-1008-	362.10	227765		227765	2e-Family Foster Care	01980 WARD, LIAM
0000000	003040		JAN1013070-0069	3/18/2024		4110-053000-1008-	362.10	227765		227765	2e-Family Foster Care	01980 LITCHEFIELD, LEVI
0000000	003040		NOV1013065-0070	3/18/2024		4110-053000-1008-	234.30	227765		227765	2e-Family Foster Care	01980 WARD, LUKE
0000000	003040	PHILLIP EDWARDS	NOV1013069-0071	3/18/2024		4110-053000-1008-	234.30	227766		227766	2e-Family Foster Care	01980 WARD, LIAM
0000000	003040		NOV1013070-0072	3/18/2024		4110-053000-1008-	234.30	227766		227766	2e-Family Foster Care	01980 LITCHEFIELD, LEVI
DISC. TOTAL							.00			.00		468.60
CHECK TOTAL							.00			.00		TOTAL
CHECK TOTAL							.00			.00		TOTAL
CHECK TOTAL							154,621.12			154,621.12		TOTAL

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 154,621.12- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3-18-24
 DATE
 3-18-24
 DATE
 DIRECTOR OF FINANCE
 COUNTY ADMINISTRATION
 DESTIE J. COX, TREASURER

API00B 3/25/2024 SUSSEX COUNTY
TIME-10:39:42

A/P CHECK REGISTER
Check Date - 3/25/2024

ActPd - 2024/03

PAGE 1

CHECK# 39 ACH
VEND# 2135 WEX INC

CLASS	DATE	AMOUNT	DISCOUNT
000	3/25/2024	15,359.23	.00
CLASS TOTAL		15,359.23	.00
ACH TOTAL		15,359.23	.00
CHECK TOTAL		.00	.00
EPY TOTAL		.00	.00
FINAL TOTAL		15,359.23	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 15,359.23 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

3-25-24
DATE
3-25-24
DATE
3/26/24
DATE

[Signature]
DIRECTOR OF FINANCE
COUNTY ADMINISTRATION
[Signature]
DESTE J. COX
TREASURER

AP1008 3/25/2024 SUSSEX COUNTY
TIME-15:57:31

A/P CHECK REGISTER
Check Date - 3/25/2024

AcPd - 2024/03

PAGE 1

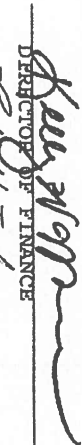
CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
40	ACH	2172 BANK OF AMERICA	000	3/25/2024	306.83	.00
CLASS TOTAL					306.83	.00
ACH TOTAL					306.83	
CHECK TOTAL					.00	
EPY TOTAL					.00	
FINAL TOTAL					306.83	.00


I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 306.83 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.


3.25.24
DATE

3-28-24
DATE

3/31/24
DATE


DIRECTOR OF FINANCE


COUNTY ADMINISTRATOR


DESTE J. COX, TREASURER

SUSSEX COUNTY
TREASURER'S REPORT
AND
FINANCIAL UPDATE

SUBMITTED BY DESTE J. COX, TREASURER

MARCH 31, 2024

- Bank Reconciliation
- General Fund Revenue/Expenditure Summary
- Capital Projects Fund & Reserve Fund Revenue/Expense Summary
- CSA Fund Revenue/Expense Summary



TREASURER'S OFFICE

DESTE JARRATT COX
TREASURER
SUSSEX COUNTY

15074 COURTHOUSE ROAD
P.O. BOX 1399
SUSSEX, VA. 23884

Phone (434)246-1086 or
(434)246-1087
Fax (434)246-2347

Statement of money in the banks to the credit of Sussex County as shown by the Treasurer's books at the close of business March 31, 2024

TRUIST #201- SUSSEX, VA

Bank Balance -----	\$18,721.87	
Bank Fees/Adjustments -----	1,334.53	
Deposits in Transit-----	(200.00)	
Outstanding Checks-----	0.00	\$19,856.40

BSV #301- STONY CREEK, VA

Business Checking-----	\$2,703,536.00	
Business Interest Checking-----	\$1,374,396.48	
Bank Fees/Returned Checks-----	(3,854.90)	
Credit Card Fees/Adjustments-----	2,442.00	
Deposits in Transit -----	2,334.22	
Outstanding Checks-----	(1,194,282.71)	\$2,884,571.09

PRIMIS #401- WAVERLY, VA

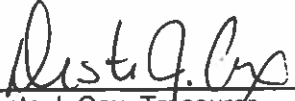
Bank Balance-----	\$19,075.83	
Deposits in Transit-----	(0.76)	\$19,075.07

Investments and CD's-----		
#30392331 - Primis #451	\$1,065,714.90	
#30391992 - Primis #451	\$2,109,349.07	
#30390504 - Primis #451	\$2,600,222.34	
	\$5,775,286.31	

<u>LGIP INVESTMENT #803</u> Investment Balance-----		\$2,315,659.54
<u>VA INV POOL #804</u> Investment Balance-----		\$6,835,178.90
TOTAL IN BANKS REC W/GL-----		\$17,849,627.31

Letters or statements from each of the above mentioned banks are on file in the Treasurer's Office of Sussex County certifying the balance as listed above.

Respectfully submitted:



 Deste J. Cox, Treasurer

**SUSSEX COUNTY - DESTE J. COX, TREASURER
REVENUE/EXPENDITURE SUMMARY REPORT
MARCH 2024**

General Fund FUND BALANCE as of 03/31/24 = \$ 11,399,964

<i>REVENUES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 03/31/2024</i>	<i>PRIOR FY - YTD Through 03/31/2023</i>	<i>COLLECTED % YTD</i>
Real Estate - 2023		5,434,283	39,029	5,336,358	5,332,214	98.2%
Public Service Corp - 2023		711,534	113	631,478	726,038	88.7%
Personal Property - 2023		3,710,092	92,798	4,312,877	3,915,985	116.2%
Machinery & Tools - 2023		599,000	0	763,598	593,066	127.5%
Local Sales & Use Taxes (net)		1,125,928	90,913	949,774	836,891	84.4%
Transient Occupancy Tax		100,000	7,763	79,585	71,268	79.6%
Consumer Utility Taxes		93,000	8,486	75,582	65,890	81.3%
Business License Taxes		106,825	46,743	85,135	89,089	79.7%
Motor Vehicle Licenses		227,100	10,492	218,706	191,815	96.3%
Landfill Tipping Fees		5,500,000	386,265	4,081,758	4,068,320	74.2%
Delinquent Tax - Real Estate		140,000	8,252	145,702	131,877	104.1%
Delinquent Tax - Personal Property		93,350	20,023	250,849	94,585	268.7%
Penalties - All Property		105,000	16,794	116,441	41,797	110.9%
Interest - All Property		30,000	3,339	22,393	18,871	74.6%
Court Fines		750,000	47,048	471,317	535,548	62.8%
EMS Billing		200,000	0	0	6,821	0.0%
State		4,987,390	545,577	3,987,512	3,914,945	80.0%
Federal		4,631,848	47,946	799,826	43,775	17.3%
Transfer from Reserve & FR Escr		857,107	0	509,116	528,941	59.4%
Designated Use of Fund Balance		5,956,823	0	0	3,098,739	0.0%
<i>EXPENDITURES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 03/31/2024</i>	<i>PRIOR FY - YTD Through 03/31/2023</i>	<i>SPENT % YTD</i>
General Government		3,042,122	222,311	2,189,394	1,912,049	72.0%
Judicial Administration		1,374,746	106,310	927,570	955,518	67.5%
Fire, Rescue, EMS		2,680,428	60,008	2,570,064	2,156,568	95.9%
Sheriff's Operations & Jail		6,988,982	725,173	4,673,043	4,082,711	66.9%
Public Works		2,111,789	128,868	1,362,849	1,548,815	64.5%
Health & Welfare		1,187,203	0	862,077	637,218	72.6%
Education		8,408,081	714,601	6,569,207	5,094,052	78.1%
Rec & Cultural Enrichment		236,645	12,500	180,234	218,695	76.2%
Planning/Community Dev		613,753	87,117	441,349	412,660	71.9%
Grants		4,558,439	605	1,248,839	84,443	27.4%
Debt Service		1,547,941	0	1,534,689	1,581,791	99.1%

** 2022 Tax Deadline Extension delayed delinquent collections activity into FYE24

*** Federal YTD Includes VATI Grant

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
MARCH 2024**

Capital Projects Fund - Fund 302 **FUND BALANCE as of 03/31/24 = \$ 42,353 plus \$445,100 F&R Dedicated Funds**

		ANNUAL APPROPRIATED	CURRENT MONTH ACTIVITY	YTD ACTUAL 03/31/2024	PRIOR FY - YTD Through 03/31/2023
REVENUES					
Interest Earned		4,000	0	13,672	4,339
Gifts/Donations Fire & Rescue		0	0	100	0
Total Capital Projects Fund Revenues		4,000	0	13,772	4,339
EXPENDITURES					
Replace E911 Equip		19,323	0	0	0
Replace AS400 Server		61,900	0	64,939	0
Sheriff Patrol Vehicle		53,740	0	0	0
Communications		20,000	0	0	0
Renovations-Co. Buildings		216,303	0	0	0
Trf to General Fund		463,968	0	224,470	16,726
Trf to Fire/Rescue Escrow		4,000	0	0	0
Total Capital Projects Fund Expenditures		839,234	-	289,409	16,726

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
MARCH 2024**

Reserve Fund 135 **FUND BALANCE as of 03/31/24 = \$ 5,058,935**

		ANNUAL APPROPRIATED	CURRENT MONTH ACTIVITY	YTD ACTUAL 03/31/2024	PRIOR FY - YTD Through 03/31/2023
REVENUES					
Interest		30,000	0	118,851	25,373
Transfer from General Fund		0	0	0	2,000,000
Total Reserve Fund Revenues		30,000	0	118,851	2,025,373
EXPENDITURES					
Transfer to General Fund		399,139	0	284,646	512,215
Transfer to CSA Fund		297,232	0	466,730	0
Transfer to Mega Site Indust Pk		0	0	0	96,050
Transfer to Cabin Point Indust		25,000	0	0	0
Total Reserve Fund Expenditures		721,371	0	751,376	608,265

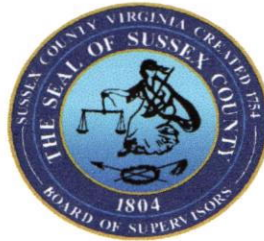
**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
MARCH 2024**

CSA Fund 110		FUND BALANCE as of 03/31/24 = \$ (133,164)				
<i>REVENUES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 03/31/2024</i>	<i>PRIOR FY - YTD Through 03/31/2023</i>	
Expenditure Refund		0	0	3,740	0	
CSA State Funds		1,223,670	122,785	1,044,905	308,998	85.4%
Local Appropriation		473,870	-76,405	358,723	139,947	75.7%
Total Reserve Fund Revenues		1,697,540	46,380	1,407,368	448,944	
<i>EXPENDITURES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 03/31/2024</i>	<i>PRIOR FY - YTD Through 03/31/2023</i>	
CSA Expenditures		1,697,540	156,320	1,584,127	586,287	93.3%
Total Reserve Fund Expenditures		1,697,540	156,320	1,584,127	586,287	

BUILDING INSPECTIONS DEPARTMENT



April 18, 2024 Monthly Reports



MEMORANDUM

DATE: April 1, 2024
 TO: Richard Douglas, County Administrator
 FROM: Matt Westheimer, Building Official
 SUBJECT: March 2024 - Monthly Report

Please accept this as the March 2024 update for the Building Department.

BUILDING ACTIVITY

- March 2024

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
20	13	1	3	115	\$1,107,327.00	\$8,496.20

- March 2023

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
9	12	2	6	75	\$9,934,635.57	\$96,162.81

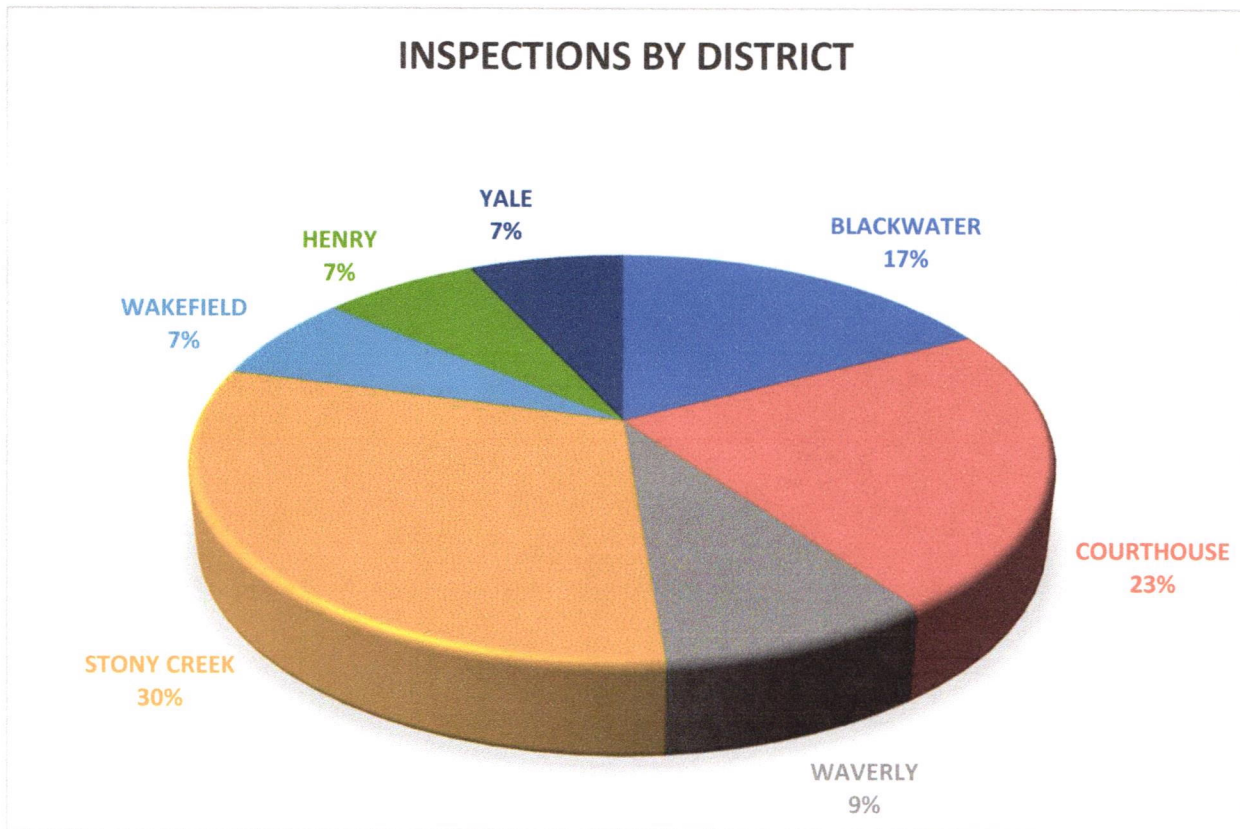
- January 2024 – December 2024 (Yearly totals)

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
48	48	11	25	280	\$12,807,465.84	\$119,415.88

<i>Inspections completed within 24 hours For March</i>	100%
<i>Plans reviewed within 10 business days For March</i>	100%

SUSSEX COUNTY INSPECTIONS PERFORMED BY DISTRICT MARCH 2024

DISTRICT	INSPECTIONS
BLACKWATER	20
COURTHOUSE	26
WAVERLY	10
STONY CREEK	35
WAKEFIELD	8
HENRY	8
YALE	8



Sheriff's Department



April 18, 2024

Monthly Reports



Sheriff E.L. Giles, Sr.
Sussex County Sheriff's Office

"One Family, One Mission, One Goal"

Sussex County Sheriff's Office Monthly Report
Month of March 2024

PATROL

CALLS FOR SERVICE	
Type:	Total:
Sheriff	1,605
Fire	64
Rescue	208
Animal Control	55
Town of Wakefield	60
Traffic	1,135
TOTAL	3,127

COURTS

Court:	Days of Court:
Circuit Court	4
General District	12
JDR Court	5

Court:	Judges:
Circuit Court	4
General District	4
JDR Court	3

P. O. Box 1326 Sussex, Virginia 23884
Telephone: 434-246-5000
Fax: 434-246-5714
Email: Egiles@susova.us

CIVIL

Type:	Total:
Subpoenas Served	333
Jury Summoned	0
Criminal Warrants	52
DMV Notices	10
Levies	0
TDO	3
ECO	0
Other Civil	136

Fines and Forfeitures	\$55,338.85
Sheriff's Fees	\$601.00
Courthouse Security	\$9,026.14

JAIL

During the month of March 2024, our average daily population was 26.65 inmates. The jail booked in 45 individuals during March 2024.

The classification of these inmates as reported by the Commonwealth of Virginia's LIDS computer system is as follows:

Pre- Trial	35 inmates, having been confined a total of 503 days
Sentenced Misdemeanant	6 inmates, having been confined a total of 25 days
Sentenced Felons	9 inmates, having been confined a total of 148 days.
Others	6 inmates, convicted but not sentenced, etc.
Weekenders	6 inmates serving a misdemeanor sentence.

Transports of inmates for various reasons are listed below:

Court / Jail	17
Medical	2
Juvenile	0
Road Crew	0
TDO (Mental)	0
TOTAL	19

BOARD ACTION FORM

Agenda Item: Consent Agenda Item #2.05

Subject: Sussex Megasite "305 Fund" – Convert to Revolving Fund

Board Meeting Date: April 18 2024

=====

Summary: On February 23, 2023, the Board appropriated \$405,000 in general funds through a budget amendment for reimbursable grants the County was awarded from the VA Economic Development Partnership (VEDP) and VA Tobacco Region Revitalization Commission (TRRC) for the Sussex Megasite Master Planning and Conceptual Engineering Design Project. The grant includes (1) \$247,900 from VEDP, (2) \$61,050 from TRRC, and (3) \$96,050 from Sussex County. It was recently discovered that this budget amendment didn't establish this as a revolving fund. Currently the "305 Fund," which governs the Sussex Megasite fiscal matters, has a negative balance of -\$86,427.77. Converting the "305 Fund" into a revolving fund with a cap of \$250,000 will account for this technical matter and allow the balance to temporarily go negative in anticipation of reimbursements. For context, as of 4-5-2024, the County has been reimbursed (1) \$98,900 from VEDP and (2) is anticipating a \$50,262.50 reimbursement from TRRC. Additional expenses yet to be submitted for reimbursement include (1) \$36,935 from VEDP and (2) \$2,945 from TRRC. This budget amendment is a technical matter and **DOES NOT** obligate the County to additional expenses exceeding \$405,000. Staff also anticipates using this revolving fund for future reimbursable grant applications that are awarded to the County for the Sussex Megasite.

Recommendation: Staff recommends that the Board of Supervisors adopt the budget amendment converting the "305 Fund" into a revolving fund with a \$250,000 cap.

Attachments: Excerpt from February 23, 2023, Board of Supervisors Minutes

=====

ACTION: That the Board adopt the budget amendment converting the "305 Fund" into a revolving fund with a \$250,000 cap.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

**At a Rescheduled Meeting of the
Sussex County Board of Supervisors
Held in the General District Courtroom on
Thursday, February 23, 2023 at 6 pm**

BOARD MEMBERS PRESENT

C. Eric Fly, Sr.
A. G. Futrell
Debbie P. Jones
Wayne O. Jones
Susan M. Seward
Rufus E. Tyler, Sr.
Steve White, Tie Breaker

STAFF PRESENT:

Richard Douglas, County Administrator
David Conmy, Deputy County Administrator & Director of Economic Development
Jeff Gore, County Attorney
Ellen G. Boone, Commissioner of the Revenue
Deste J. Cox, Treasurer
Eric Danuser, IT Manager (Virtual)
G. Reid Foster, Public Safety Coordinator (Virtual)
Ernest Giles, Sheriff
Faith McClintock, Economic Development Consultant
Michael Kessinger, Sergeant
Kelly W. Moore, Finance Director (Virtual)
Michael Poarch, Planner
Beverly Walkup, Planning Director
LaSonya White, Virginia Cooperative Extension
Shilton R. Butts, Assistant to the County Administrator/
Clerk to the Board of Supervisors

1. Commencement

1.01 Call to Order/Determine Quorum (6:17 p.m.)

Chairman W. Jones called the February 23, 2023 rescheduled regular meeting of the Sussex County Board of Supervisors to order.

1.02 The Invocation

The Invocation was offered by Supervisor Seward.

1.03 The Pledge of Allegiance

County Administrator Douglas noted that there is a vacancy on the District 19 Community Services Board. A new appointment will need to be made. Per D19 CSB, this appointment does not have to be the Director of Social Services. The new appointment will be a three year term, starting immediately, expiring February 28, 2026 should the appointment be made at the February meeting. (The three year term will be determined by the month of the appointment per D19 CSB.)

The Board member position description, By Laws and Meeting Schedule were included in the Board packet.

This item was tabled.

6. Action Items

6.01 VEDP Business Ready Grant Overview & Related Budget Amendments

David Conmy stated that Sussex County was awarded \$247,900 and \$61,050 from the Virginia Economic Development Partnership (VEDP) and the Tobacco Region Revitalization Commission (TRRC), respectively, for various master planning and conceptual engineering design activities to advance the shovel-readiness of the Sussex Mega Site. A local match of \$61,050 is required; however, staff recommends the Board appropriate an additional \$35,000 for two activities VEDP inadvertently omitted from the approved program. This projects is intended to be managed through the County's existing relationship with Virginia's Gateway Region, Spectrum Growth Solutions, and the County's on-call engineering firms. Because these are reimbursable grants, two budget amendments are needed to appropriate (1) \$405,000 for the full cost of the project and (2) \$15,000 for continuation of Spectrum Growth Solutions' services to the County for 2023.

Mr. Conmy gave an overview and the activities and budget

There was discussion of whether Data Centers be useful in the Mega Site.

Staff recommends the Board adopts the proposed budget amendments.

Budget Amendment Resolutions, VEDP VBRSP Award Letter, TRRC Award Letter, and Project Budget were included in the Board packet.

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR SEWARD and carried: RESOLVED that the Sussex County Board of Supervisors hereby adopts Resolutions #23-14 FY23 Budget Amendment for the VEDP VBRSP Sussex Mega Site; and

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for the Mega Site (Fund#305) be and hereby is made for the period of July 1, 2022 through June 30, 2023. This resolution will approve and appropriate funds for the VEDP VBRSP Sussex Mega Site Development Grant FY23.

FUND # 100 GENERAL FUND

REVENUE

Fund 305 VEDP	\$247,900
Fund 305 TRRC	\$61,050
Fund 135 Local Reserves	<u>\$96,050</u>
Total Revenues	\$405,000

EXPENDITURE

Fund 305 Mega Site	<u>\$405,000</u>
Total Expenditures	\$405,000

BE IT FURTHER RESOLVED by the Sussex County Board of Supervisors that the following Resolution #23-15 budget amendment for the General Government Administration function be and hereby is made for the period of July 1, 2022 through June 30, 2023. This resolution will appropriate local reserve funds to contract with Spectrum Growth Solutions.

FUND # 100 GENERAL FUND

REVENUE

Fund 135 Local Reserves	<u>\$15,000</u>
Total Revenues	\$15,000

EXPENDITURE

Fund 100 Administration	<u>\$15,000</u>
Total Expenditures	\$15,000

Voting aye: Supervisors Fly, Futrell, D. Jones, W. Jones, Seward, Tyler

Voting nay: none

6.02 Fire Engine Acquisition (Stony Creek and Wakefield VFDs) – Financing Resolution

County Administrator Douglas stated that a revised resolution is attached for your consideration that provides Board approval of additional lease purchase financing under the existing master lease agreement with Bank of America. Specifically, the resolution would begin the process of securing up to \$1,850,000 in financing for two fire engines serving the Wakefield and Stony Creek Volunteer Fire Departments, as identified in the County’s Public Safety Capital Plan. This is the same process followed for the recent acquisition of fire engines for Jarratt, Courthouse, and Waverly Volunteer Fire Departments, and an ambulance for the Stony Creek Volunteer Rescue Squad.

The Finance Committee recommended moving forward with this process at its last meeting. Roland Kooch with Davenport will be present to answer any questions regarding this process.

Staff recommends the Board adopts the attached resolution.

Resolution approving additional lease purchase financing under existing Master Lease Agreement and memo from the Public Safety Coordinator were included in the Board packet.

BOARD ACTION FORM

Agenda Item: Recognitions/Awards/Presentations Item #3.01

Subject: Sussex County Secondary Six-Year Plan – George Bowman, VDOT

Board Meeting Date: April 18 2024

=====

Summary: George Bowman with VDOT will present proposed transportation project priorities for the Sussex County 2024 Secondary Six-Year Plan. A public hearing is not required but recommended by staff, and can be scheduled for the May regular meeting if the board is in agreement. Also based on input from the board, staff will prepare a resolution adopting this plan for consideration at the May regular meeting.

Recommendation: No action required at this time, but staff recommends a public hearing be scheduled for the May regular meeting.

Attachments: 2024 Sussex County Project Priorities List; 2023 Six-Year Plan Resolution; Map/Description of Unpaved Roads Eligible for Paving

=====

ACTION: N/A

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

Virginia Department of Transportation
Proposed Secondary Six Year Plan & Budget
2024 Sussex County Project Priorities

Priority #1: Route 609 (Butts Road) reconstruction and surface, from Route 697 (Rowehampton Road) to Route 735 (Courthouse Road)

Priority #2: Route 735 (Courthouse Road) at Route 631 (Gray Road) reconstruction/intersection improvements

Priority #3: Unpaved Roads Balance Entry (to be prioritized but may include the following):

- a) Route 640 (Cabin Stick Road) from Route 637 to Route 626
- b) Route 636 (Longevity Road) from Route 626 to Route 40
- c) Route 632 (Hunting Quarter Road) from Route 608 to Route 634
- d) Route 611 (Mill Path Road) from Route 610 to Route 609
- e) Route 604 (Chinquapin Road) from Route 606 to Route 621

RESOLUTION #23-58
Virginia Department of Transportation
Proposed Secondary Six Year Plan and Budget

WHEREAS, Section 33.1-23 and 33.1-23.4 of the Code of Virginia, 1950, as amended, provides the opportunity for each County to work with the Virginia Department of Transportation in developing a Secondary Six Year Road Plan; and

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures and participated in a public hearing on the Proposed FY24 on June 15, 2023, after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Gerald Kee, of the Virginia Department of Transportation, appeared before the Board and recommended approval of the Six Year Plan for Secondary Roads and the Construction Priority List for Sussex County; and

WHEREAS, the Priority List is as follows:

Priority #1: Route 735 (Courthouse Road) Reconstruction and drainage improvements on Route 735 (Sussex), to Route 660 (Gilliam Road) and Route 631 (Gray Road)

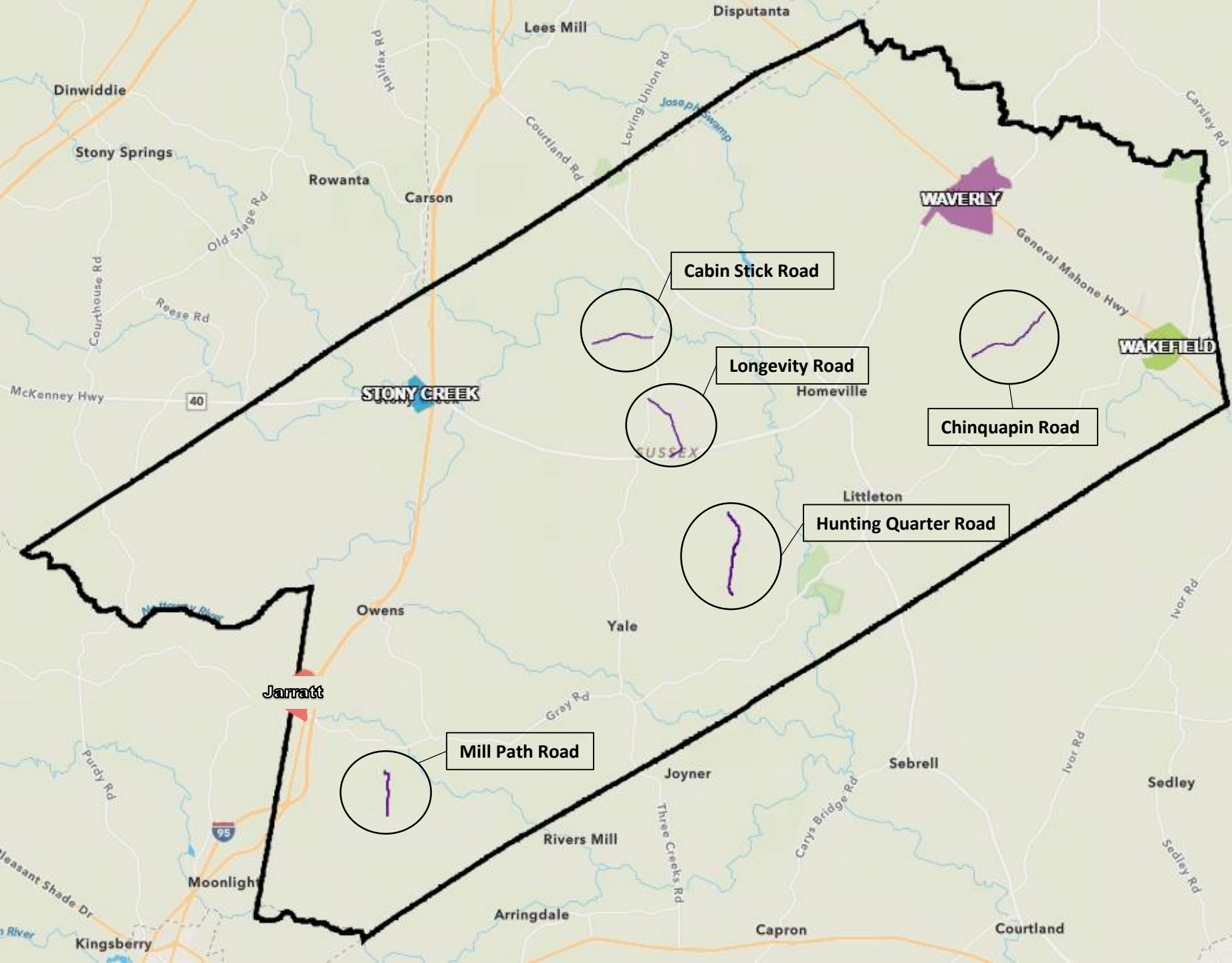
Priority #2: Glyndon Lane and Carver Lane; Glyndon Lane and Carver Lane Rural Addition, Various

Priority #3: Route 609 Reconstruction and Surface; treat non-hard surface road; Row 697 Rowehampton Road, to Route 735 Courthouse Road

Priority #4: Unpaved Roads Balance Entry, Statewide

Priority #5: Future Unpaved Funds: Year 4 to Year 6

NOW THEREFORE BE IT RESOLVED that since the plan appears to be in the best interest of the Secondary Road System, said Secondary Six Year Plan is hereby approved as presented at the public hearing.



Priority Unpaved State Routes

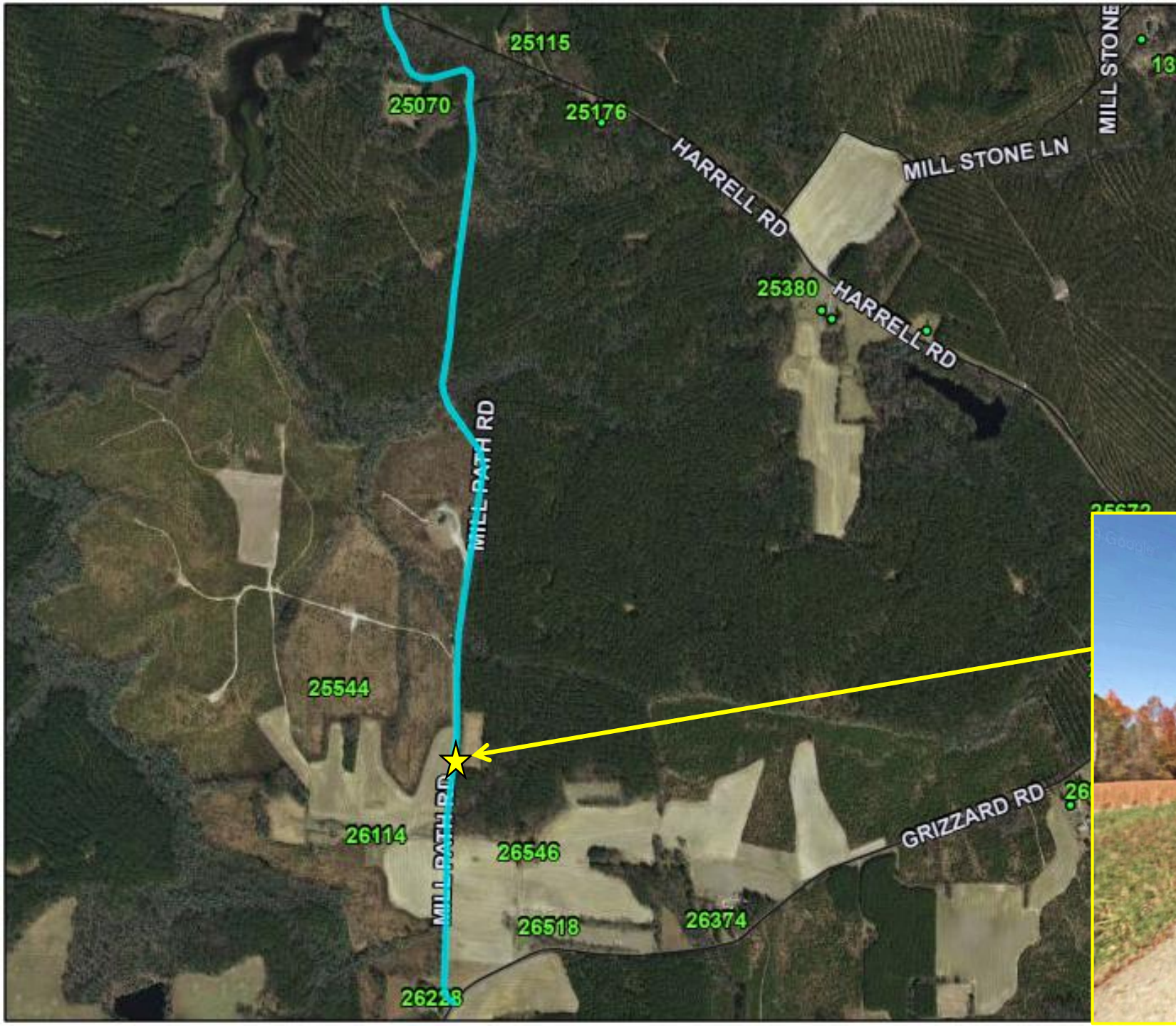
Road Names/Route	Traffic Count- Vehicles per Day (VPD)
Chinquapin Road/ Rt. 604	90
Mill Path Road/ Rt. 611	70
Hunting Quarter Road/ Rt. 632	90
Longevity Road/ Rt. 636	80
Cabin Stick Road/ Rt. 640	70

*Minimum of 50 vpd is needed to utilize unpaved road funds



County of Sussex
Recognition - Page 4

“Rooted in the past... Growing for the Future!”



Mill Path Road/ Rt. 611

From Grizzard Road (Rt.609) to Harrell Road (Rt. 610)

Traffic Count- Vehicles per Day (VPD)	70
Number of Residences	4
Election District	Henry

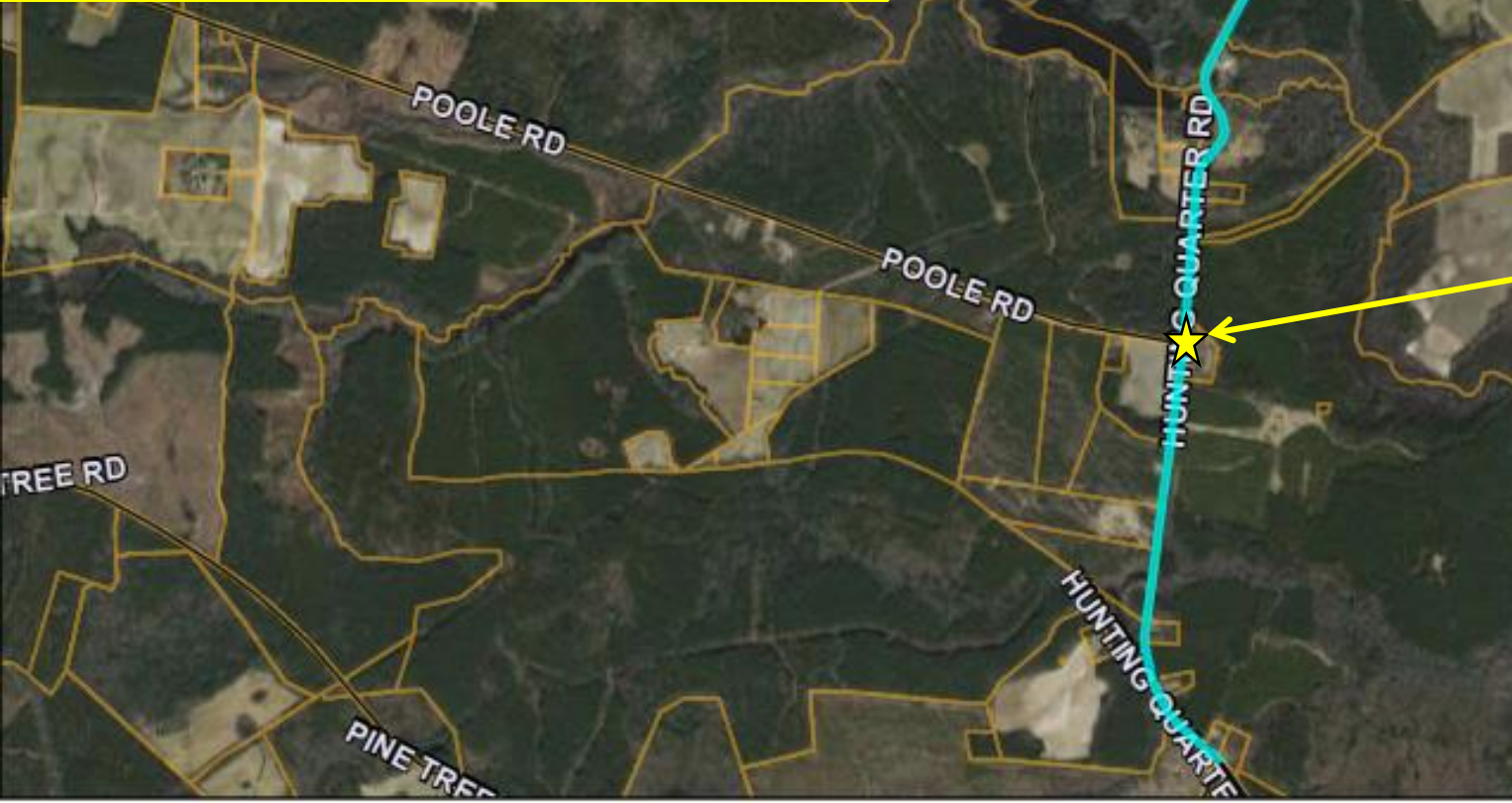


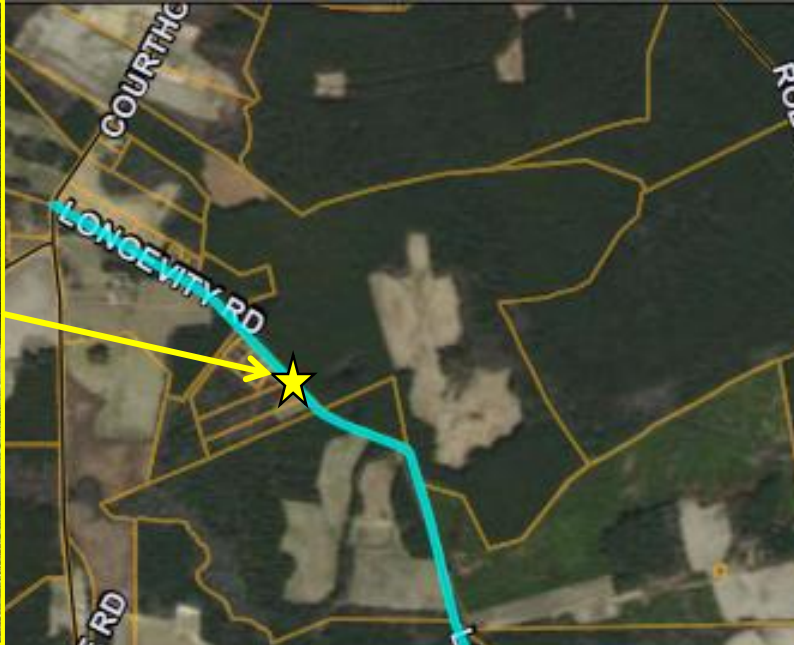


Hunting Quarter Road/ Rt. 632

From Hickory Hill Road (Rt.608) to
Old Forty Road(Rt. 634)

Traffic Count- Vehicles per Day (VPD)	90
Number of Residences	16
Election District	Yale





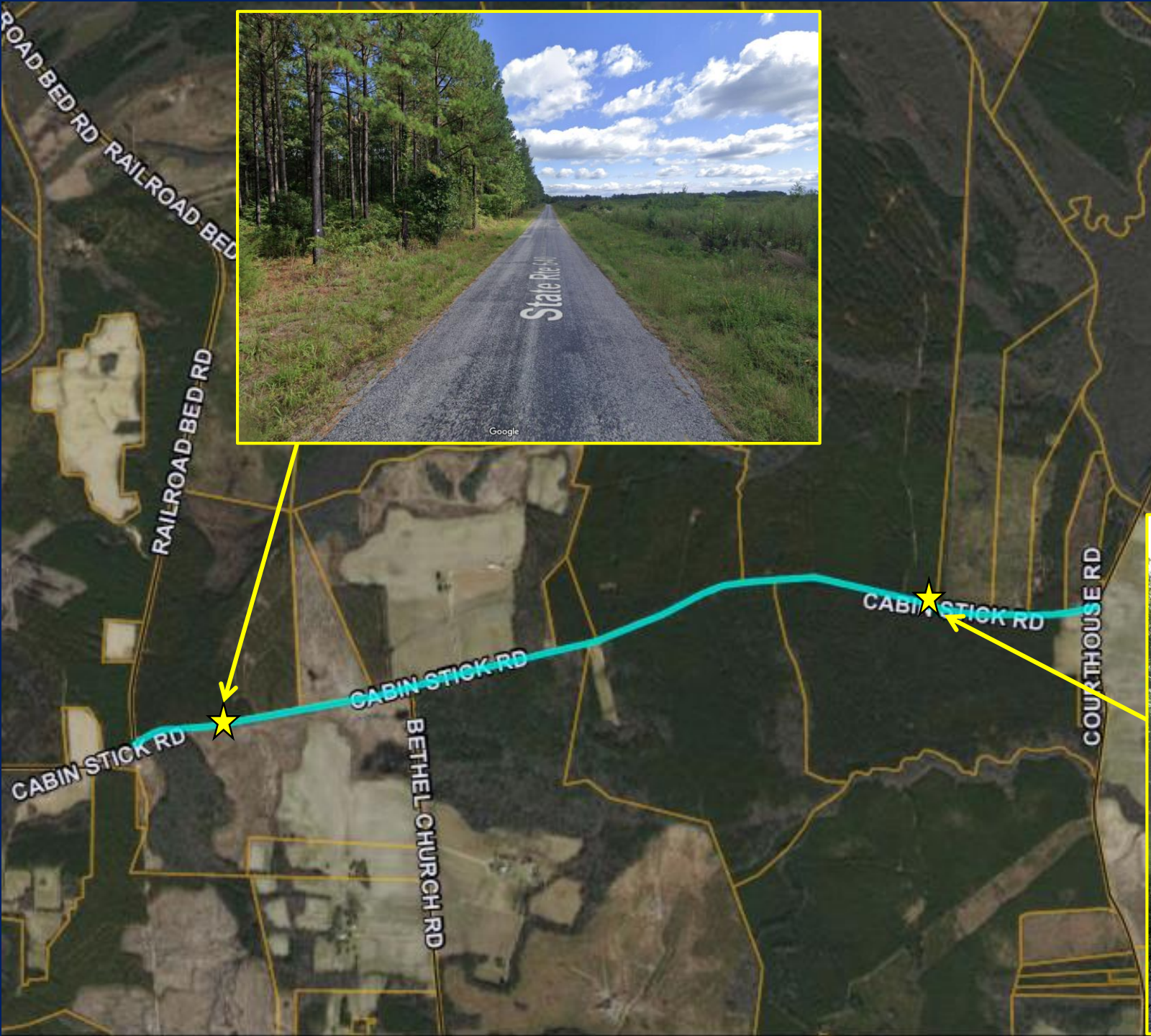
Longevity Road/ Rt. 636	
From Courthouse Road(Rt.626) to Sussex Drive(Rt. 40)	
Traffic Count- Vehicles per Day (VPD)	80
Number of Residences	8
Election District	Courthouse



Cabin Stick Road/ Rt. 640

From Railroad Bed Road(Rt.637) to Courthouse Road(Rt. 626)

Traffic Count- Vehicles per Day (VPD)	70
Number of Residences	3
Election District	Courthouse



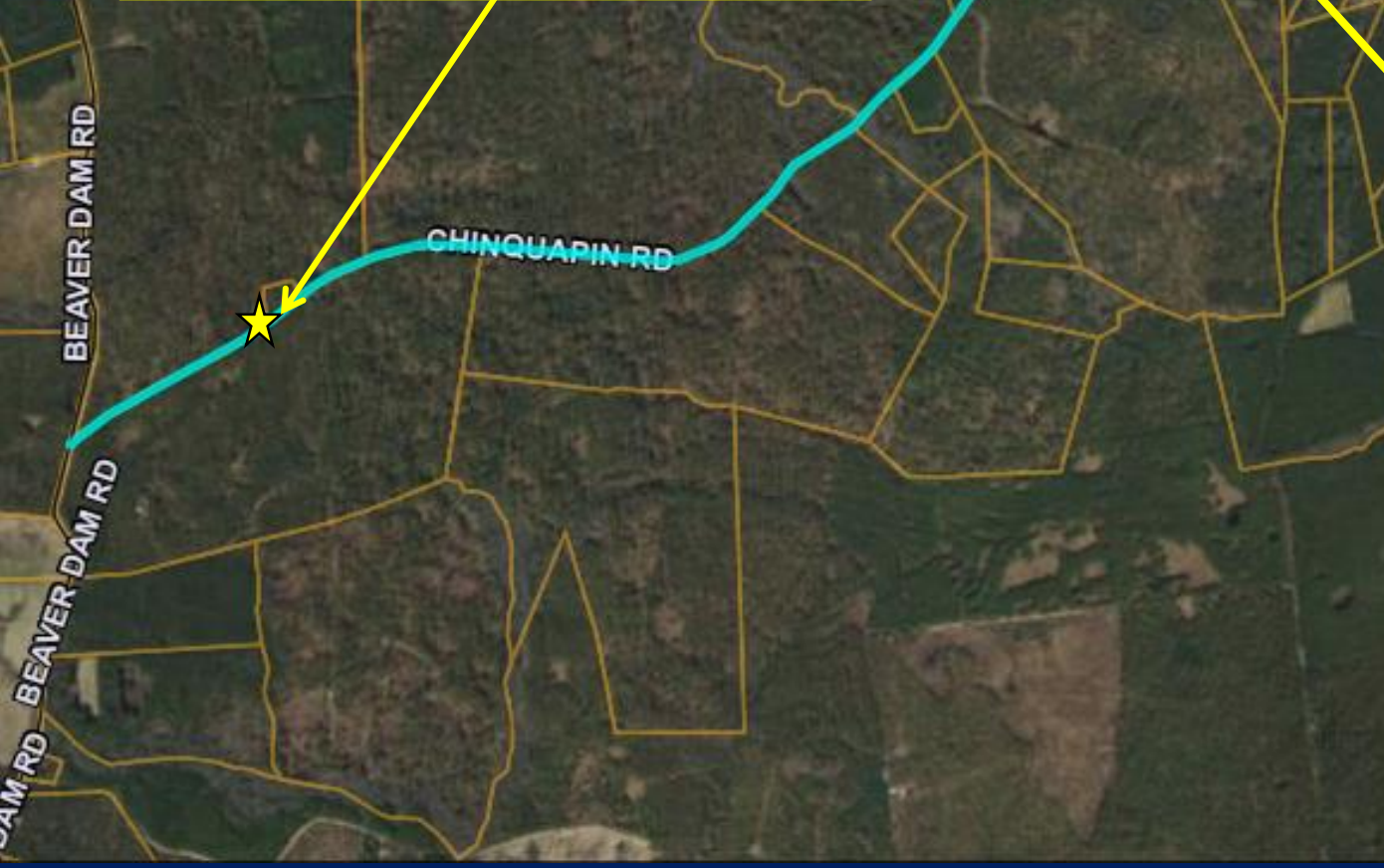
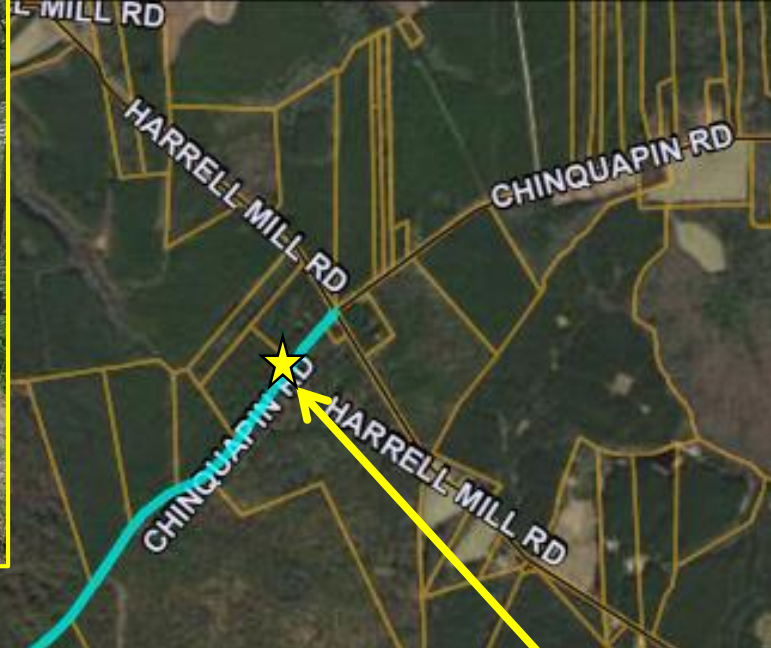
Chinquapin Road/ Rt. 604

From Beaver Dam Road(Rt.606) to Harrell Mill Road(Rt. 621)

Traffic Count-Vehicles per Day (VPD)	90
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Number of Residences	1
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Election District	Yale/Wakefield
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BOARD ACTION FORM

Agenda Item: Recognitions/Awards/Presentations Item #3.02

Subject: Virginia Business Ready Sites Program (VBRSP) 2023 Grant Award Project Summary and 2024 Grant Proposal Summary for the Sussex Megasite

Board Meeting Date: April 18 2024

=====
Summary: In 2022, Sussex County applied for and received funding from the VA Economic Development Partnership (VEDP) and VA Tobacco Region Revitalization Commission (TRRC) for master planning, conceptual engineering design, and other due diligence activities for the Sussex Megasite. Many of these activities were done to provide a "fresh look" at the property and evaluate critical infrastructure needs, especially after the County's loss of Project Glove. The project is nearly complete, and the deliverables from this effort have been informative, beneficial, and invaluable in identifying important next steps to advance the Sussex Megasite and increase its high-win potential. Moreover, they have helped develop a compelling and strategic vision for the site going forward.

Recommendation: None – for informational purposes only

Attachment: None: a copy of the presentation will be shared with the Board at the meeting.

=====
ACTION: That the Board

MOTION BY: _____ **SECONDED BY:** _____

Member **Aye** **Nay**

Fly ___ ___

Futrell ___ ___

D. Jones ___ ___

Member **Aye** **Nay**

W. Jones ___ ___

Seward ___ ___

Tyler ___ ___

White
(Tie Breaker) ___ ___

BOARD ACTION FORM

Agenda Item: Public Hearing Item #4.01

Subject: Zoning Amendment #2024-01, Eastern Woodlands Corp., Applicant

Board Meeting Date: April 18 2024

=====

Summary: Enclosed is the Application of Eastern Woodlands Corp. to rezone 4.323 acres from Conditional-Planned Unit Development (C-PUD) to Residential Estate (R-E), Cabin Point Road, Courthouse Election District. The applicant is requesting to rezone 4.323 acres to create up to 3 residential lots. The lots will front Cabin Point Road and will be served by public water and sewer.

Recommendation: The Planning Commission recommended approval of the application (7-0).

Attachment: Staff Report

=====

ACTION: That the Board approves Zoning Amendment #2024-01 Application, Eastern Woodlands Corp., Applicant, to rezone 4.323 acres from Conditional-Planned Unit Development (C-PUD) to Residential Estate (R-E), Cabin Point Road, Courthouse Election District.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Toliver	___	___
Futrell	___	___	Tyler	___	___
		White	___	___	

STAFF REPORT

APPLICATION SUMMARY:

Applicant:	Eastern Woodlands Corp.
Location:	The property is located on the south side of Cabin Point Road (Rt. 602) between Beale Drive and Newville Road (Rt. 625), approximately 500 feet from the intersection of Cabin Point Road and Newville Road.
Parcel Record Numbers:	13-4-1A
Proposal:	To create up to three (3) lots on 4.323 acres

APPLICATION:

The applicant, Eastern Woodlands Corp. under Zoning Amendment (ZA) #2024-01 seeks to rezone 4.323 acres from Conditional-Planned Unit Development (C-PUD) to Residential Estate (R-E) to create up to three (3) lots. The lots will have frontage on and be accessed via Cabin Point Road.

ELECTION DISTRICT:

Courthouse Election District

LOCATION:

The property is located on the south side of Cabin Point Road approximately 500 feet west of its intersection with Newville Road. The property is currently wooded. To the west are a number of residentially occupied properties fronting both sides of Cabin Point Road and accessed via Beale Drive. To the east, there are additional residential units fronting Newville Road platted as a part of the Rollingwood Subdivision. A farm field and woodlands are located directly across Cabin Point Road and throughout the surrounding area.

BACKGROUND:

The 4.323-acre property is a portion of a 146.79-acre parcel rezoned to C-PUD by the Sussex County Board of Supervisors on April 25, 2013 to create the Willow Woods planned unit development.

Property records indicate that there are approximately nine (9) lots with agricultural zoning along the frontage of the property on both sides of Beale Drive, platted as Willow Woods, Phase I. To date, only four (4) of the nine (9) lots have occupied dwelling units.

Property records also show that Phase II of the development was constructed under agricultural zoning to include the installation of water and sewer and a private road (Beale Drive) to serve approximately twenty-three (23) platted lots. Buildout stalled after the construction of three (3) occupied dwelling units. Nonetheless, it appears that all of the lots in Phases I and II have been conveyed.

The master plan approved under the PUD zoning shows a proposal for approximately 175 single-family detached, a fire station, a shopping center with a food store anchor, a restaurant and convenience store with gas and a carwash. Staff is unaware of any future plans for development of any subsequent phases of Willow Woods; however, the C-PUD zoning designation remains in place.

The 4.323-acre parcel is the last PUD zoned portion of property with public road frontage, being under the same ownership as the remaining PUD acreage. The remaining acreage is served by Beale Drive.

DESCRIPTION:

The applicant is requesting to rezone 4.323 acres from C-PUD to R-E to create up to three (3) residential lots. The lots will front Cabin Point Road and be served by public water and sewer.

COMPREHENSIVE PLAN REVIEW:

The current Comprehensive Plan Small Area Plan for Waverly designates the future land use for this property as Residential. The plan states that the area is an emerging area of new homes built within the last 10-15 years in an area not ideally situated near transportation and town services but that can support some development.

ORDINANCE REVIEW:

The R-E zoning designation if approved will require a one-acre minimum lot size with one hundred fifty (150) feet of road frontage per lot. Minimum setback requirements are seventy-five (75) feet from the right-of-way, twenty-five foot side yards and a fifty (50) foot rear yard. This is consistent with other existing lot sizes in Willow Woods, Phase I and the frontage lots along Cabin Point.

STAFF CONCLUSIONS:

Strengths:

1. Lot sizes are consistent with existing lot sizes in Willow Woods, Phases I and II.
2. The lots are proposed in an area where public water and sewer is available to serve future development.

3. The proposed development is consistent with the Comprehensive Plan future land use designation

Weaknesses:

1. None identified at this time.

AGENCY/DEPARTMENT COMMENTS:

Staff forwarded the application for comment to the following review agencies. Comments received are noted.

➤ Department of Transportation (VDOT)

No comments received.

➤ Sussex Service Authority (SSA)

The parcel has both water and wastewater (4" force main) lines present within the 60' utility easement present to serve the three (3) proposed lots.

STAFF RECOMMENDATION:

Based upon the strengths of the application, Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on the application on March 4, 2024. The Commission recommended the application be forwarded to the Board of Supervisors for approval (7-0).

ATTACHMENTS:

- Application
- Rezoning Exhibit
- PUD Master Plan
- Area Maps



"Good Things Are Happening in Sussex County!"

Sussex County, Virginia

Planning and Zoning Department

APPLICATION FOR REZONING/CONDITIONAL ZONING AMENDMENT

This application should be used to petition for a change to the Official Zoning Map or for an amendment of zoning conditions. The following application requirements are consistent with the procedures set forth in Section 34-36, *Amendments*, of the Sussex County Zoning Ordinance, as amended.

A. APPLICATION FOR (CHECK ALL THAT APPLY):

Rezoning

Conditional Rezoning (Are voluntary proffered conditions attached?): Yes No

Request to change the subject property(s) from the PUD to the ^{Jr} ~~RE~~ RE zoning district.

Proposed Use or Activity: SINGLE FAMILY HOMES - UP TO 3 LOTS

Amendment to Conditional Zoning

Request to change conditional zoning as follows (Attach current and proposed conditions): _____

B. PROJECT DESCRIPTION:

Project Name: CABIN POINT RD.

Property Address (if any): _____

Election District: NEWVILLE

Comprehensive Plan Designation: RESIDENTIAL

The rezoning will apply to 4.323 acres out of 4.323 total acres

Tax Parcel Identification # 13-4-1A Number of Acres to be Rezoned: 4.323

Requesting Zoning District Change from C-PUD to RE

Tax Parcel Identification # _____ Number of Acres to be Rezoned: _____

Requesting Zoning District Change from: _____ to _____

Tax Parcel Identification # _____ Number of Acres to be Rezoned: _____

Requesting Zoning District Change from: _____ to _____

Proposed Utilities (check all that apply): Public Water Private Well

Public Sewer Private Septic



"Good Things Are Happening in Sussex County!"
 Sussex County, Virginia
 Planning and Zoning Department

C. APPLICATION INFORMATION:

Applicant(s) Name(s): EASTERN WOODLANDS CORP. c/o JONATHAN FELDMAN
 Address: POB 1570
 City, State, Zip Code: PETERSBURG, VA 23805
 Phone No.: 804-733-9330 Email: jon@easternwoodlands.com Fax No.: N/A
 Property Owner(s) Name(s): SAME
 Address: _____
 City, State, Zip Code: _____
 Phone No.: _____ Email: _____ Fax No.: _____

Applicants/Owners Affidavit (including compliance with all deed restrictions and covenants)

This application must be signed by the owner(s) of the subject property or must have attached written evidence of the owner's consent, which may be in the form of a binding contract of sale with the owner's signature or a letter signed by the owner(s), containing written authorization to act with full authority on the owner(s) behalf in filing this rezoning application. Signing this application shall certify the owner's compliance with all deed restrictions and covenants, and shall constitute the granting of authority of the County to enter onto the property for the purpose of conducting site analyses and compliance with Federal, State and County regulations.

Applicant: JONATHAN D FELDMAN
 Printed or Typed Name

Owner: SAME
 Printed or Typed Name

Applicant: [Signature] Date: 1/24/23
 Signature

Owner: _____ Date: _____
 Signature

County of Sussex, Commonwealth of Virginia

County of Sussex, Commonwealth of Virginia

Subscribed and sworn to before me Shilton R. Butts
 _____, A Notary Public in and for
 the County of Sussex, Commonwealth of Virginia,
 this 24th day of January, 20 24

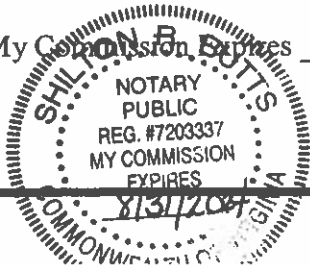
Subscribed and sworn to before me _____
 _____, A Notary Public in and for
 the County of Sussex, Commonwealth of Virginia,
 this _____ day of _____, 20 _____

Shilton R. Butts
 Notary Public

 Notary Public

My Commission Expires 8/31/2024

My Commission Expires _____





"Good Things Are Happening in Sussex County!"
 Sussex County, Virginia
 Planning and Zoning Department

**COUNTY OF SUSSEX
 DISCLOSURE OF REAL ESTATE HOLDINGS**

Applicant SON FELDMAN, PRESIDENT EASTERN WOODLANDS CORP.

Address POB 1570

PETERSBURG, VA 23805
 City Street State Zip

REAL ESTATE HOLDINGS TO BE AFFECTED

Location or Address	Description
TM 13-4-1A	PARCEL B, REMAINDER OF 13-4-1A

OTHER OWNERS OF AFFECTED REAL ESTATE

(Not Required for Corporation whose stock is traded on a national or local stock exchange or having more than 500shareholders.)

Name of Individuals Corporation/Partnership Business Association	Address
SON FELDMAN	POB 1570, PETERSBURG, VA 23805

Does any member of the Sussex County Planning Commission or governing body have any interest in such property, either individually, by ownership of stock in a corporation owning such land, partnership, as the beneficiary of a trust, or the settlor of a revocable trust, or whether a member of the immediate household of any member of the Planning Commission or governing body has any such interest? Yes No

If yes, names of members:

I do solemnly swear that the foregoing statement(s) and attachments(s), if any, are complete, correct and true.

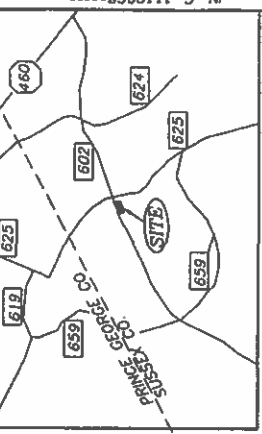
Applicant: SONATHAN D. FELDMAN Applicant: [Signature] Date: 1/24/23
 Printed or Typed Name Signature

Commonwealth of Virginia
 County of Sussex

Subscribed and sworn to before me Shilton R. Butts
 A Notary Public in and for the County of Sussex, Commonwealth of Virginia, this 24th day of January, 2024.

Shilton R. Butts
 Notary Public
 My Commission Expires 8/31/2024



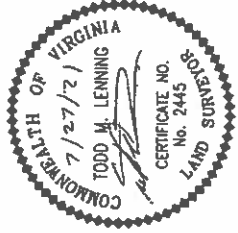
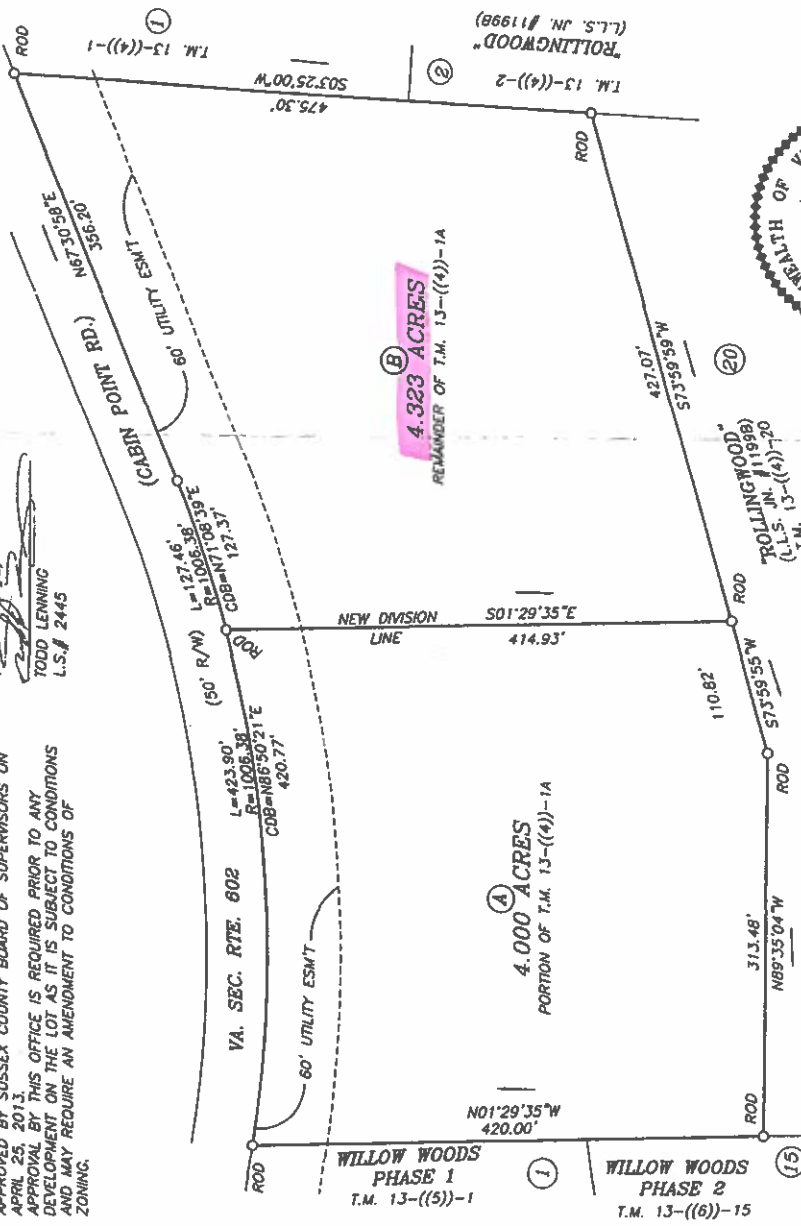


LENNING LAND SURVEYING
2126 LEWISTON PLANK RD.
BUREKVILLE VA 23822
434-787-9940

SURVEYORS CERTIFICATE:
THE HEREON SHOWN DIVISION CONTAINS A PORTION OF PROPERTY ACQUIRED BY EASTERN WOODLANDS CORP., BY DEED RECORDED IN DEED BOOK 200, PAGE 1107 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, SUSSEX COUNTY, VIRGINIA.

THIS PLAT IS THE RESULT OF AN ACTUAL FIELD SURVEY.
(SEE NOTE #2)
TODD LENNING
L.S.# 2445

- NOTES:**
1. PROPERTY TO BE SERVED BY PUBLIC WATER AND SEWER.
 2. OUTSIDE PERIMETER SURVEYED BY THE UNDERSIGNED LAND SURVEYOR ON MAY 06, 2005. THE NEW DIVISION LINE SURVEYED AND THIS PLAT DRAWN OCT. 20, 2021.
 3. ZONED: C-RUD. "CONDITIONAL-PLANNED UNIT DEVELOPMENT" APPROVED BY SUSSEX COUNTY BOARD OF SUPERVISORS ON APRIL 23, 2013. APPROVAL BY THIS OFFICE IS REQUIRED PRIOR TO ANY DEVELOPMENT ON THE LOT AS IT IS SUBJECT TO CONDITIONS AND MAY REQUIRE AN AMENDMENT TO CONDITIONS OF ZONING.



LOT SPLIT OF 8.323 ACRES, BEING A PORTION OF PROPERTY CONVEYED TO EASTERN WOODLANDS CORP. IN D.B. 290, PG. 1107 LOCATED IN NEWVILLE MAGISTERIAL DIST. SUSSEX COUNTY, VA.
1"=100' JULY 27, 2021

OWNER'S STATEMENT:
THIS SUBDIVISION AS IT APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNER(S), PROPRIETORS AND TRUSTEES IF ANY:

Jon D. Feldman
JON D. FELDMAN, PRESIDENT
(EASTERN WOODLANDS CORP.)
10/29/21, DATE

STATE OF VIRGINIA, COUNTY OF SPOTSYLDEN, TO WIT:
I, *Shirley LeShia Robinson*, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JON D. FELDMAN, PRESIDENT, (EASTERN WOODLANDS CORP.) WHOSE NAME IS SIGNED ABOVE TO THE FOREGOING WRITING, DATED 10/29/21, HAS ACKNOWLEDGED THE SAME BEFORE ME IN THE COUNTY AND STATE AFORESAID.
GIVEN UNDER MY HAND, THIS 29th DAY OF October, 2021.
Shirley LeShia Robinson
NOTARY PUBLIC
MY COMMISSION EXPIRES August 21, 2025



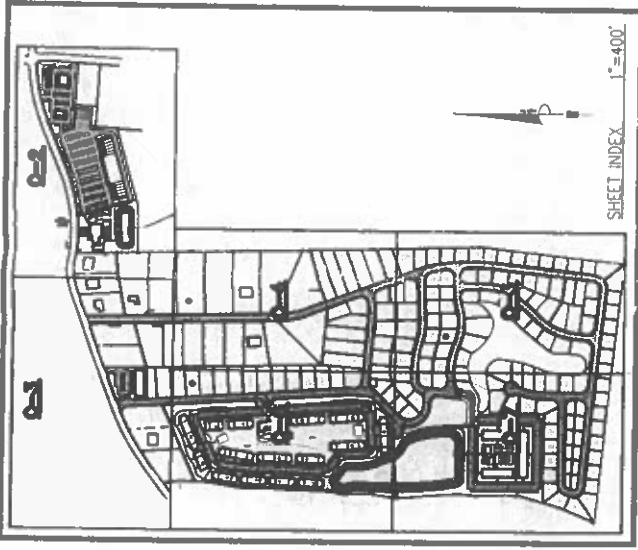
COUNTY APPROVAL BOX

THE DIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD.

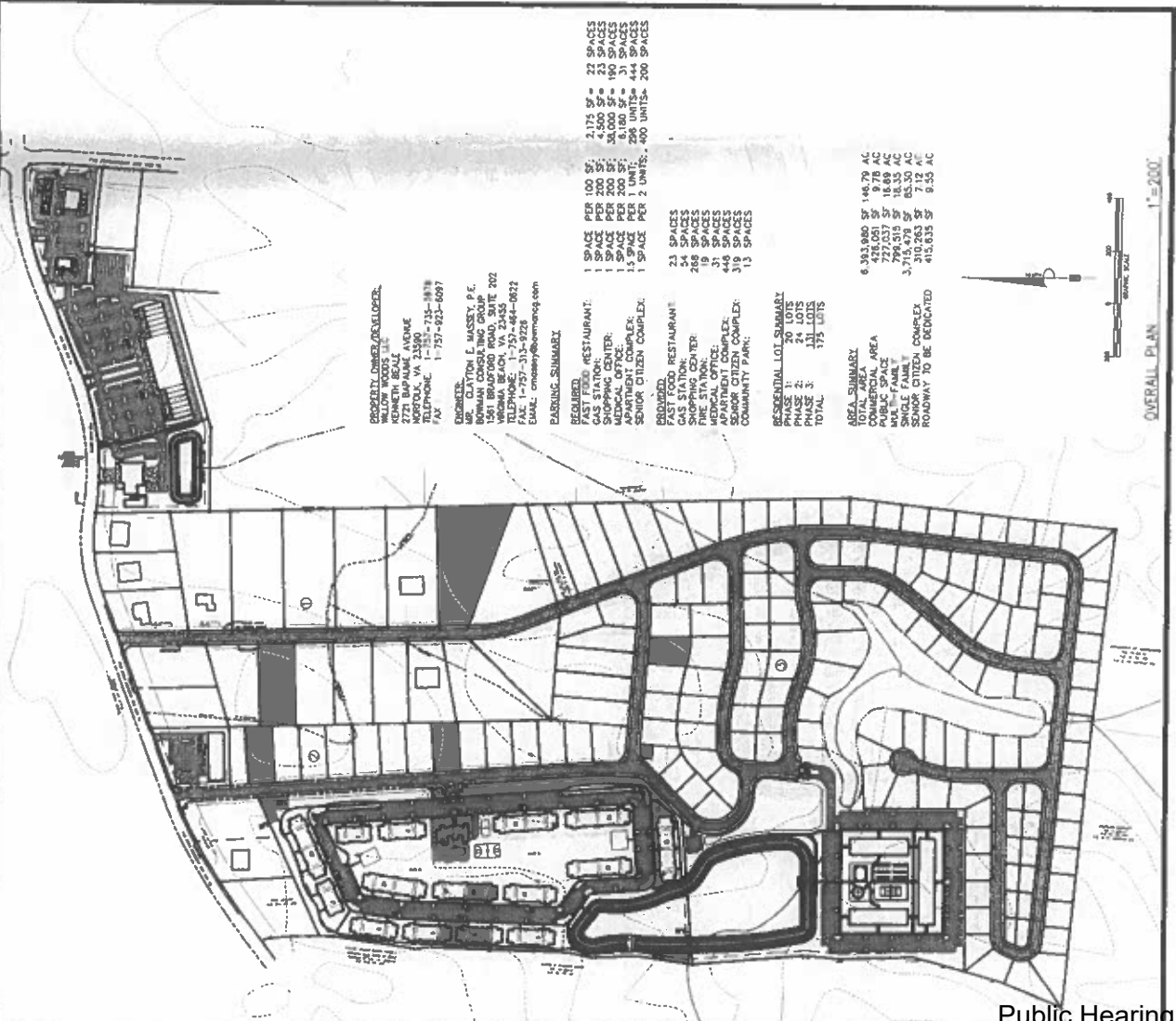
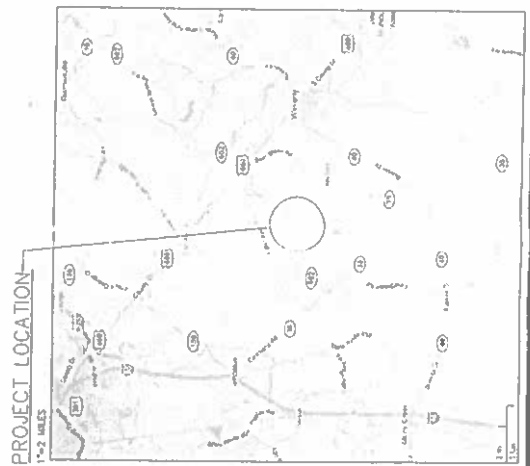
Shirley LeShia Robinson
SUBDIVISION AGENT FOR COUNTY
11/10/2021 DATE

DATE:	05/20/2010
BY:	BAM
CHECKED BY:	LDW
SCALE:	1"=200'
JOB NO.:	0233-01-001
DATE:	09/11/2011
FILE NO.:	0233-01-001

Sheet C-1 of 7



CABIN POINT MASTER PLAN
 SUSSEX COUNTY, VIRGINIA



PROPERTY OWNER/DEVELOPER:
 WILLOW WOODS, LLC
 2771 BUD BALK WACHS
 NORFOLK, VA 23500
 TELEPHONE: 1-757-735-1878
 FAX: 1-757-423-6097

OWNER:
 MORTON E. MASSEY, P.E.
 BOWMAN CONSULTING GROUP
 151 RIVERSIDE ROAD, SUITE 202
 VIRGINIA BEACH, VA 23462
 TELEPHONE: 1-757-423-6022
 FAX: 1-757-423-6028
 EMAIL: emassey@bowmaneng.com

PARKING SUMMARY

- REQUIRED RESTAURANT: 1 SPACE PER 100 SF = 2,175 SF = 21 SPACES
- GAS STATION: 1 SPACE PER 200 SF = 30,000 SF = 150 SPACES
- SHOPPING CENTER: 1 SPACE PER 200 SF = 8,100 SF = 41 SPACES
- APARTMENT COMPLEX: 1 SPACE PER 2 UNITS = 400 UNITS = 200 SPACES
- SENIOR CITIZEN COMPLEX: 23 SPACES
- PROVIDED: 54 SPACES
- FAST FOOD RESTAURANT: 268 SPACES
- GAS STATION: 31 SPACES
- PHARMACY: 448 SPACES
- MEDICAL OFFICE: 313 SPACES
- APARTMENT COMPLEX: 313 SPACES
- COMMUNITY PARK: 313 SPACES

RESIDENTIAL LOT SUMMARY

- PHASE 1: 20 LOTS
- PHASE 2: 24 LOTS
- PHASE 3: 175 LOTS
- TOTAL: 219 LOTS

AREA SUMMARY

- TOTAL AREA: 6,393,080 SF 146.79 AC
- COMMERCIAL AREA: 428,001 SF 9.78 AC
- RESIDENTIAL AREA: 799,519 SF 18.35 AC
- MULTI-FAMILY: 3,715,078 SF 85.30 AC
- SINGLE FAMILY: 310,263 SF 7.12 AC
- ROADWAY TO BE DEDICATED: 472,019 SF 10.83 AC

File No. 0233-01-001 - Cabin Point Apartments 0233-01-001 (642) \pwworking\Engineering Plans\Cabin Point Master Plan\1-0233-01-001-Master Plan-C1-010525.dwg

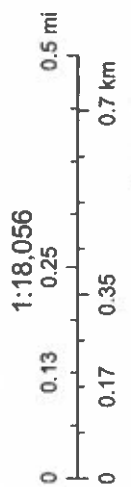
ArcGIS Web Map

Site



2/27/2024, 11:27:04 AM

- Roads
- Tax Parcels
- Address
- ▭ County Boundary



Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METINASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Virginia Geographic Information Network (VGIN), Esri Community Maps Contributors, VGIN, Esri, TomTom, Garmin, ArcGIS Web AppBuilder

BOARD ACTION FORM

Agenda Item: Appointments #5.01

Subject: Brightpoint Community College Reappointment

Board Meeting Date: April 18 2024

=====

Summary: Dr. Lisa Winfield’s term is due to expire June 30, 2024 on the Brightpoint Community College Board. A letter was received from Mr. William F. Traylor requesting her reappointment. This will be Dr. Winfield’s second four year term. The term will run from July 1, 2024 through June 30, 2028.

Staff has spoken with Dr. Winfield. She is willing to continue to serve, if reappointed.

Recommendation: That the Board reappoints Dr. Lisa Winfield to the Brightpoint Community College Board, with a term running from July 1, 2024 through June 30, 2028.

Attachment: A copy of letter from Mr. William F. Traylor, dated March 18, 2024

=====

ACTION: That the Board reappoints Dr. Lisa Winfield to the Brightpoint Community College Board, with a term running from July 1, 2024 through June 30, 2028.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Toliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___



800 Charter Colony Parkway
Midlothian, VA 23114

March 18, 2024

Mr. Wayne O. Jones
Chair, Sussex County Board of Supervisors
P.O. Box 1397
Sussex, Virginia 23884

Dear Mr. Jones:

I am writing to request that Dr. Lisa Winfield be reappointed to the Brightpoint Community College Board to serve a second four-year term. She is currently serving her first four-year term on the College Board. If her reappointment meets with the approval of the Board of Supervisors, the second term would run from July 1, 2024 through June 30, 2028.

Should you need additional information from us, please do not hesitate to let me know. My email address is ftaylor@brightpoint.edu, and my telephone number is 804-370-5076. I will look forward to hearing from you regarding this reappointment.

Sincerely,

A handwritten signature in black ink that reads "William F. Taylor". The signature is written in a cursive, slightly slanted style.

Mr. William F. Taylor
Director, Governmental and Administrative Affairs

c: Mr. Richard Douglas, County Administrator, Sussex County
Mr. Kenneth Pritchett, Chair, Brightpoint Community College Board

BOARD ACTION FORM

Agenda Item: Appointments #5.02

Subject: Crater District Area Agency on Aging Appointment

Board Meeting Date: April 18 2024

=====

Summary: Supervisor Futrell does not wish to continue to serve as Sussex’s representative for Crater District Area Agency on Aging.

An appointment will need to be made for an unexpired term ending in December 31, 2024.

Recommendation: That the Board makes an appointment to fill the unexpired term ending in December 31, 2024.

Attachment: none

=====

ACTION: That the Board makes an appointment to fill the unexpired term ending in December 31, 2024.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Toliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Action Item #6.01

Subject: Consideration of Contract for Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities (RFP #2023-02)

Board Meeting Date: April 18 2024

=====

Summary: *This action item was tabled after discussion at the March regular board meeting. Andrew Moore with Glave & Holmes will be present to answer any questions about their proposal, which is attached for your review (revised to reflect a \$3,815 adjustment for surveying services, for a total cost of \$2,056,595).*

Request for Proposals 2023-02—Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities was advertised in December 2023 to solicit proposals regarding the proposed courthouse project. Glave & Holmes, who along with the Wooten Company completed the initial building assessment and conceptual planning work related to this project, was the lone firm that submitted a proposal by the deadline (another firm submitted after the deadline and was not deemed as qualified as Glave & Holmes). Glave & Holmes has significant experience in major historic preservation projects and is highly regarded for their work with historic properties. Staff is requesting authorization to execute a contract with Glave & Holmes for project architectural/engineering services (design, bid package, construction administration, etc.).

Recommendation: That the Board of Supervisors authorize the County Administrator and County Attorney to prepare and execute a contract with Glave & Holmes for architectural/engineering services related to the courthouse project, for a cost not to exceed \$2,056,595, plus \$100,000 for project contingencies and reimbursable expenses.

Attachment: Proposal for Professional Design and Construction Phase Services

=====

ACTION: That the Board authorize the County Administrator and County Attorney to prepare and execute a contract with Glave & Holmes for architectural/engineering services related to the courthouse project, for a cost not to exceed \$2,056,595, plus \$100,000 for project contingencies and reimbursable expenses.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

15 March 2024 [Revised 3/15/2024](#)

Richard Douglas
Sussex County Administrator
20135 Princeton Road
P.O. Box 1397
Sussex, Virginia 23834

Project: Sussex County Renovation and Construction of Historic Courthouse and Related Facilities
G&H Proposal Number: 23109
Sussex County RFP: #2023-02

Re: Proposal for Professional Design and Construction Phase Services [Revised](#)

Dear Mr. Douglas,

We are pleased to hear that Sussex County has taken the decision to renovate and expand its county courthouse facilities. We are also excited to have the opportunity to help update and enhance the County's civic center.

Based on the terms of RFP #2023-02, our discussions, and the outcome of the Concept Design and Programming Study presented to the Board of Supervisors in August 2023, Glavé & Holmes Architecture (G&H) is pleased to present this proposal letter to Sussex County, Virginia (Owner) for the architectural and engineering services related to Sussex County Renovation and Construction of Historic Courthouse and Related Facilities (the Project).

1. PROJECT DESCRIPTION

We understand the Project to consist of the design and construction phase services for the following: Phase 1 - renovation of the existing Treasurer/Commissioner of the Revenue building; Phase 2 - construction of a new public works building; Phase 3 - renovation of the Clerk of Court office and adjacent former administrative building with new construction connecting the two buildings; and Phase 4 - renovations to the historic courthouse along with construction of an administrative addition including demolition of existing 1950s addition. The Project scope is generally defined in the Concept Design presentation to the Board of Supervisors (BoS) dated 8/17/2023, the programming document dated 8/11/2023 and the Site Assessment Report dated 4/28/2023, attached for reference.

The construction budget for the Project is anticipated to be \$17,213,254.00, based on the conceptual estimate prepared by Downey & Scott.

The construction will be divided into four phases under one construction contract; the phases. We understand the construction contract will be awarded by competitive bid to a contractor drawn from a pre-qualified list of General Contractors.

For this Project, we propose to subcontract with Wooten for civil engineering; Springpoint Structural for structural engineering; Inversity Consulting Engineers for HVAC, electrical, plumbing and fire protection engineering; GHD for security, audio-visual and IT systems engineering and Downey & Scott for cost estimating. We have successfully worked with each of these firms in the past and are confident that we have assembled an excellent team for the Project.

2. PROJECT SCOPE OF SERVICES AND DELIVERABLES

For this Project, we have divided the services into phases as follows:

A. Schematic Design (SD)

- a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect* for architectural, civil, structural, HVAC, electrical, plumbing, fire protection and low voltage systems services for the Project.
- b. We will meet with the Owner to confirm the program for the Project and to develop Schematic Design floor plans for that program.
- c. We have included up to three (3) in-person meetings to be held in Sussex County with the Owner. Alternatively, these meetings can be held virtually.
- d. We have included colored presentation images of the floor plans and exterior (2D) sufficient to convey the design intent. For Phase 4, we will create 3D images of the building exterior to confirm building massing.
- e. Deliverables: Presentation Drawings and Schematic Design Documents (drawings and design narrative) in digital, PDF format.

B. Design Development (DD)

- a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect* for Core & Shell, and engineering services for architectural, structural, HVAC, electrical, plumbing, fire protection and low voltage systems services for the Project.
- b. We have included up to three (3) in-person meetings to be held in Sussex County with the Owner. Alternatively, these meetings can be held virtually.
- c. We will update the presentation drawings from Schematic Design to convey the design intent.
- d. Deliverables: Presentation Drawings and Design Development Documents (drawings and updated design narrative) in digital, PDF format.

C. Construction Documents (CD)

- a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect*.
- b. We have included up to three (3) in-person meetings to be held in Sussex County with the Owner. Alternatively, these meetings can be held virtually.
- c. Deliverables: Construction Documents for permitting and construction of the Project in digital, PDF format, including drawings and project manual

D. Bidding/Negotiation Phase (Bid)

- a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect for competitive bidding*.
- b. We have included up to two (2) in-person meetings to be held in Sussex County with the Owner and Bidders. Alternatively, these meetings can be held virtually.

E. Construction Contract Administration (CCA)

- a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect*.
- b. We have included customary Construction Phase services, including attendance at on-site construction progress meetings, reviewing the progress of construction, answering Contractor Requests for Information, issuing clarifications to the Construction Documents, reviewing Contractor Submittals, and inspecting the Work for Substantial and Final Completion (i.e. "Punch List.")
- c. Based on conceptual discussions with Downey & Scott, we have assumed a construction duration of nineteen (19) months (Construction Start through Final Completion, assuming some phases to occur

concurrently) and have included two on-site construction meetings / site visits every month for the duration of construction, for a total of thirty-eight (38) meetings.

- d. We have included five (5) construction completion inspections (i.e. punch outs) to establish Substantial Completion and Final Completion, assuming some phases to be constructed concurrently.

F. Supplemental Services:

- a. Cost Consulting: Through our subconsultant Downey & Scott and in accordance with the County's RFP, G&H will provide independent cost estimates at the end of schematic and construction document phase of design (SD and CD). We have included one (1) virtual meeting per phase with the Owner, Contractor and Downey & Scott to answer questions and to reconcile the independent estimate with the Contractor's estimate.
- b. Survey Services: Through our sub-consultant Wooten, G&H will provide a sealed topographic survey indicating parcel line data, tied to the Virginia State Plane Coordinate system and locating first floor elevations of buildings within the survey limits. Refer to attached Survey Limits Exhibit.
- c. Geotechnical Services: Through our subconsultant Wooten, G&H will provide a geotechnical report based on field and laboratory testing consisting of 280 feet of CPT testing (7 CPT Soundings) of the project site. The report will provide recommendations for site preparation, foundation recommendations and an estimate of the Seismic Site Class along with other findings. Refer to attached Geotechnical Test Location Plan.
- d. Fire Flow Test & Modeling Services: Through our subconsultant Wooten, G&H will provide analysis of pressure capacity for fire flow as required by the Virginia Statewide Unified Building Code.

3. SCHEDULE

Upon receipt of your approval to this proposal, we we will finalize a mutually acceptable schedule. Our preliminary schedule, based on a Notice-To-Proceed by Monday, April 1, 2024, and our understanding of the work and site plan approval process, indicates the following approximate durations and milestones:

SD Completion: Mid-June 2024 (10 weeks)

DD Completion: End of October 2024 (20 weeks)

CD Completion: End of May 2025 (30 weeks)

Bidding/Permitting: Mid July 2025 (6 weeks)

Construction: Mid of July 2025- Mid of February 2027 (19 months)

4. QUALIFICATIONS & CLARIFICATIONS

A. The following scope of services are not included in this proposal:

- a. Selections or specifications of furnishings, fixtures and equipment (FF&E).
- b. Distributed Antenna System (DAS) for building cell coverage or for Public Safety communications. DAS can be designed for an additional fee.
- c. Landscape design.
- d. Commercial kitchen hoods or grease interceptors
- e. Specialized HVAC systems for archives or museum artifacts
- f. Non-water fire suppression systems
- g. Multiple construction packages

- h. Certifications related to sustainability or energy efficiency, such as LEED, Green Globes or WELL
- B. We have included performance criteria for a fire protection system for the building. The design of the system will be performed by a design/build contractor as a delegated design element in the Project.
- C. We have calibrated our services with the assumption that construction will be procured under a single construction contract by pre-qualified General Contractor's bidding (i.e. low-bid selection at the General Contractor level) basis.

5. COST OF SERVICES

Glavé & Holmes Architecture, P.C. will provide the services indicated in this proposal for the following stipulated sum, plus normal and customary Reimbursable Expenses at cost x 1.15. Reimbursable Expenses include printing, mileage, travel expenses, meals, postage/delivery, and similar project related expenses.

Basic Services Phase	Design Fee
Schematic Design Phase	\$236,575
Design Development Phase	\$477,410
Construction Document Phase	\$623,875
Bidding/Negotiation Phase	\$35,900
Construction Contract Administration Phase	\$576,520
Total Basic Services Fee	\$1,950,280

Supplemental Services	Design Fee
Record Documents	\$11,720
Cost Estimating	\$37,080
Survey Services	\$23,940 \$27,750
Geotechnical Services	\$26,470
Fire-Flow Test Modeling	\$3,295
Total Basic Services Fee	\$102,505

Total Services Fee ~~\$2,052,785~~ **\$2,056,595**

We estimate reimbursable expenses will not exceed \$10,000.

Additional Services not contained in this proposal, when authorized by the Owner, shall be compensated on an hourly basis using hourly rates contained in Hourly Billing Rates Schedule in effect at the date of the additional services proposal or on the basis of a negotiated stipulated sum.

Prices contained in this proposal are valid for sixty (60) days from the proposal date.

6. TERMS AND CONDITIONS

We understand that the Owner intends to contract for the services described in this proposal using a standard AIA Form of Agreement, modified to reflect the services of this proposal and certain Owner-initiated amendments. Upon acceptance of this proposal, we will draft a suitable agreement for execution.

We are excited to be involved with realizing your vision for the Sussex County Courthouse Complex and we look forward to working with you. Should you have any questions, please do not hesitate to call us at (804) 649-9303.

Sincerely,



Andrew B, Moore, AIA
Senior Principal
for Glavé & Holmes Architecture P.C.

Encl:

- Concept Design presentation to the Board of Supervisors(BoS) dated 8/17/2023
- Programming Report dated 8/11/2023
- Site Assessment Report dated 4/28/2023
- Survey Limits Exhibit dated 3/14/2024
- Geotechnical Test Location Plan dated 2/23/2024

BOARD ACTION FORM

Agenda Item: Action Item #6.02

Subject: Salty Southern Route (SSR) Memorandum of Understanding

Board Meeting Date: April 18 2024

=====

Summary: On November 16, 2023, staff presented an overview of The Salty Southern Route (SSR) to the Board of Supervisors. The SSR is an agritourism program jointly supported by the following localities: City of Franklin, Southampton County, Town of Smithfield, Isle of Wight County, City of Suffolk, and Surry County. The SSR seeks to promote the rich history of the region’s peanuts, salt-cured hams, and pork products, but also attractions, shopping, accommodations, and local dining. Each community contributes financial and administrative support to sustain the SSR.

In order to formally join the SSR, the BOS would need to adopt the associated ordinance, which would also authorize the County Administrator to execute the Tourism Memorandum of Agreement on behalf of the BOS. Each participating locality shall, subject to annual appropriation, contribute funds to further advance and finance promotional and marketing efforts of the SSR according to the following schedule:

- FY2024: \$1,500
- FY2025: \$1,600
- FY2026: \$1,700
- FY2027: \$1,800
- FY2029: \$1,900

Additionally, the Agreement establishes the Salty Southern Route Joint Committee to include one tourism official from each participating locality that would be tasked with:

- Determining the most appropriate and efficient marketing strategies;
- Reviewing and approving expenditures that promote the Salty Southern Route;
- Reviewing and approving contracts to promote the Salty Southern Route; and
- Developing a mechanism to capture statistical data on the effectiveness of the marketing efforts

Recommendation: Staff recommends that the Board of Supervisors adopts the Ordinance.

Attachments: Ordinance to Approve the Tourism Memorandum Agreement; a Joint Agreement Between the Counties of Sussex, Surry, Isle of Wight, the City of Suffolk, and the Franklin/Southampton Economic Development and Tourism Memorandum of Agreement

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ACTION: That the Board adopt the Ordinance #24-02.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___

White ___ ___

AN ORDINANCE #24-02 TO APPROVE THE TOURISM MEMORANDUM AGREEMENT; A JOINT AGREEMENT BETWEEN THE COUNTIES OF SUSSEX, SURRY, ISLE OF WIGHT, THE CITY OF SUFFOLK, AND THE FRANKLIN/SOUTHAMPTON ECONOMIC DEVELOPMENT.

WHEREAS, the Counties of Surry, and Isle of Wight, and the City of Suffolk and the Franklin/Southampton Economic Development Inc., jointly promote tourism in the region through the Salty Southern Route Tourism Memorandum of Agreement (“Agreement”); and

WHEREAS, through the Agreement, the localities pool their financial and administrative resources to promote the region’s assets relative to pork and peanut production as well as attractions, shopping, accommodations and local dining along the “Salty Southern Route” throughout each locality; and

WHEREAS, Sussex County desires to participate in the “Salty Southern Route” and approve the Agreement; and

WHEREAS, Section 15.2-1300 of the Code of Virginia, provides that local governments may by ordinance enter into agreements for the joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually; and

WHEREAS, the County of Sussex Board of Supervisors, by adoption of this ordinance, seeks to enter into the Agreement to assist in the promotion of its assets relative to pork and peanut production as well as attractions, shopping, accommodations and local dining along the “Salty Southern Route.”

NOW WHEREFORE, the Board of Supervisors of the County of Sussex, Virginia, hereby:

- §1. Approves entering into the Tourism Memorandum of Agreement; and
- §2. Authorizes the County Administrator to execute the Agreement on behalf of the Board of Supervisors.

Adopted by the Board of Supervisors _____, 2024.

Chairman, Sussex County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

TOURISM MEMORANDUM OF AGREEMENT

THIS TOURISM MEMORANDUM OF AGREEMENT (hereinafter "Tourism MOA") is made and entered into this day of _____, 2024, by and among FRANKLIN SOUTHAMPTON ECONOMIC DEVELOPMENT, INC. ("Franklin/Southampton"), SURRY COUNTY, VIRGINIA ("Surry"), CITY OF SUFFOLK, VIRGINIA ("Suffolk"), SUSSEX COUNTY ("Sussex") and ISLE OF WIGHT COUNTY, VIRGINIA ("Isle of Wight"), each of which is hereinafter referred to as a "Participating Entity", and all of which are hereinafter referred to as "Participating Entities".

WITNESSETH:

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, any two or more political subdivisions may enter into agreements with one another for joint action pursuant to the provisions of Section 15.2-1300 of the Virginia Code provided that the participating political subdivisions shall approve such agreement before the agreement may enter into force; and

WHEREAS, the Participating Entities have determined to jointly participate in the promotion of the Salty Southern Route by pooling their financial and administrative resources to promote the region's assets relative to pork and peanut production as well as attractions, shopping, accommodations and local dining along the "Salty Southern Route" throughout each locality; and

WHEREAS, the Participating Entities desire to enter into this Tourism MOA and set forth the basic parameters of their relationship in said endeavor as more specifically set forth herein.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the Participating Entities agree as follows:

1. PURPOSE. The Participating Entities seek to pool their financial and administrative resources to promote the region's assets relative to pork and peanut production as well as attractions, shopping, accommodations and local dining along the "Salty Southern Route" throughout each locality.
2. TERM: The initial term of this Tourism MOA shall be for a period commencing on the date the last Participating Entity executes this Tourism MOA and shall terminate on June 30, 2028. This Agreement shall be renewable for two (2) additional five-year terms ("Renewal Terms") unless otherwise terminated as more specifically set forth herein.

3. FINANCIAL COMMITMENT: Each Participating Entity shall, subject to annual appropriation, appropriate funds in the following amounts from their respective tourism budgets each fiscal year to further advance and finance promotional and marketing efforts to support the "Salty Southern Route":

FY 24 \$1,500
FY 25 \$1,600
FY 26 \$1,700
FY 27 \$1,800
FY 28 \$1,900

During each Renewal Year, the amount of appropriation shall increase by one hundred dollars (\$100.00) from the prior year.

4. JOINT COMMITTEE. To further the goals of this agreement and ensure efficient promotion of the "Salty Southern Route," the Participating Entities will form the Salty Southern Route Joint Committee ("Committee"). The Committee shall include one tourism professional from each Participating Entity. This Committee shall be tasked with:

- a) determining the most appropriate and efficient marketing strategies;
- b) reviewing and approving expenditures that promote the Salty Southern Route; and
- c) reviewing and approving contracts to promote the Salty Southern Route; and
- d) developing a mechanism to capture statistical data on the effectiveness of the marketing efforts, for example, a virtual passport.

The committee may establish meeting times, rules, and governing procedures in accordance with Robert's Rules of Order.

5. FISCAL AGENT: Isle of Wight shall operate as the Fiscal Agent and shall be designated to authorize agreements with vendors. Each Participating Entity shall be billed by the Fiscal Agent on a fiscal year basis. Payment from the Participating Entities shall be made by July 31.

6. EQUITABLE DISTRIBUTION: In order to ensure the equitable distribution of promotional and marketing efforts provided pursuant to this Agreement, each Participating Entity shall be limited to 5 posts per week on Salty Southern Route social media platforms. In print materials, each Participating Entity shall be featured at least twice.

7. PUBLIC PROCUREMENT ACT: The Committee shall follow the provisions of the Virginia Public Procurement Act.

8. FREEDOM OF INFORMATION ACT: The Committee shall follow the provisions of the Virginia Freedom of Information Act.

9. TERMINATION: Following approval by its governing body, any Participating Entity may withdraw from this Tourism MOA upon providing ninety (90) days advanced written notice to the remaining Participating Entities. Unless the remaining Participating Entities decide to terminate the Tourism MOA, this MOA shall remain in effect as to the remaining Participating Entities.

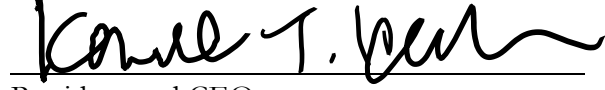
Upon termination of this Tourism MOA by all Participating Entities, the Fiscal Agent shall cause an accounting to be made and shall distribute all remaining funds equally among the remaining Participating Entities.

10. SEVERABILITY: Each provision of this Tourism MOA shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provisions. This Tourism MOA shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia.

11. ENTIRE AGREEMENT: This Tourism MOA constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Tourism MOA may not be amended or modified, except in a writing signed by all parties to this Tourism MOA.

[signature pages to follow]

FRANKLIN SOUTHAMPTON ECONOMIC DEVELOPMENT, INC.

A handwritten signature in black ink, appearing to read "Karl T. Veer", written over a horizontal line.

President and CEO

[additional signature page follows]

SURRY COUNTY, VIRGINIA

County Administrator

Approved as to Form:

County Attorney

[additional signature page follows]

CITY OF SUFFOLK, VIRGINIA

City Manager

Approved as to Form:

City Attorney

[additional signature page follows]

ISLE OF WIGHT COUNTY, VIRGINIA

County Administrator

Approved as to Form:

County Attorney

[additional signature page follows]

SUSSEX COUNTY, VIRGINIA

County Administrator

Approved as to Form:

County Attorney

SUSSEX COUNTY BOARD OF SUPERVISORS
PUBLIC NOTICE

The Sussex County Board of Supervisors at its regular meeting on **April 18, 2024** at 6:00 p.m., in the General District Courtroom, Sussex Judicial Center, 15098 Courthouse Road, Sussex, Virginia, will consider, and intends to take action upon, a proposed Ordinance to approve and enter into a Tourism Memorandum of Agreement in which certain localities participate in the promotion of the region's assets relative to pork and peanut production and local dining along the "Salty Southern Route," by pooling their financial and administrative resources.

Persons desiring to speak should attend this meeting. Any person requiring physical or sensory assistance at the hearing should contact the County Administrator's Office at 434-246-1000 a minimum of three business days before this meeting. A copy of the proposed Ordinance and Memorandum of Agreement is available for public inspection on the Sussex County website at www.sussexcountyva.gov or at the County Administrator's Office, located at 20135 Princeton Road, Sussex, Virginia 23884, between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday. Questions may be directed to the David Conmy, Deputy County Administrator, at (434) 246-4395

BOARD ACTION FORM

Agenda Item: Action Item #6.03

Subject: Tobacco Region Revitalization Commission (TRRC) Grant Resolutions

Board Meeting Date: April 18 2024

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Summary: On February 8, 2024, County staff submitted two applications to the TRRC’s Southside Economic Development Program for the following two projects:

- 1. Sussex Megasite: Infrastructure Planning & Design (Project #4224)
- 2. Sussex & Waverly Business District Revitalization (Project 4217)

For the Megasite: Infrastructure Planning & Design Project, staff presented a high-level overview of this application to the Board of Supervisors during their November 16, 2023, meeting. This application is submitted as a companion application to a larger grant application submitted to the VA Economic Development Partnership (VEDP) for their VA Business Ready Sites Program (VBRSP). These grants – and other forthcoming grant applications – would help advance the shovel-readiness of the Sussex Megasite so that it can be positioned to meet most companies’ needs of being able to begin onsite operations within 18 to 24 months of selecting the site.

For the Sussex & Waverly Business District Revitalization Project, staff has had a series of conversations with staff from the TRRC over the last 12+ months encouraging the County to apply for this specific investment strategy of their grant programs. Not only would this grant help the Town continue to capitalize on a variety of recent successes, it would also help make the Sussex Megasite a more attractive investment for most industrial prospects seeking quality of life and a sense of place in the Town which is the closest incorporated community to the Sussex Megasite. This grant application carries the endorsement of the Town of Waverly, and both parties envision all activities being managed by a professional consultant.

Applications for funding from the TRRC require a signed resolution of the governing body responsible for implementing the project. Approval of these resolutions would satisfy that requirement.

Copies of the two grant project activities have been included for more details.

Recommendation: Staff strongly recommends passage of the resolutions.

Attachments:

- 1. Resolutions Approving Application to the Virginia Tobacco Region Revitalization Commission FY 2024 Southern Virginia Program
- 2. Sussex Megasite: Infrastructure Planning & Design – Project Details
- 3. Sussex & Waverly Business District Revitalization – Project Details

ACTION: That the Board approves resolutions #24-47A and #24-47B.

MOTION BY: _____ **SECONDED BY:** _____

Member **Aye** **Nay**

Fly ___ ___

Futrell ___ ___

D. Jones ___ ___

Member **Aye** **Nay**

W. Jones ___ ___

Seward ___ ___

Tyler ___ ___

White
(Tie Breaker) ___ ___

**SUSSEX COUNTY
RESOLUTION #24-47A**

At a Meeting of the Board of Supervisors of the County of Sussex held at the Courthouse therefore, on the 18th day of April 2024.

	PRESENT:	VOTE:
Wayne Jones, Chairman	_____	_____
Steve White, Vice Chairman	_____	_____
Thomas Baicy, III	_____	_____
C. Eric Fly	_____	_____
Alfred Futrell	_____	_____
Phyllis Tolliver	_____	_____
Rufus Tyler	_____	_____

**RESOLUTION APPROVING APPLICATION TO THE VIRGINIA TOBACCO REGION
REVITALIZATION COMMISSION FY 2024 SOUTHERN VIRGINIA PROGRAM**

WHEREAS, economic prosperity, a diversified employment base and an improved quality of life are among the highest annual goals and priorities of the Sussex County Board of Supervisors; and

WHEREAS, Sussex County has invested thousands of public dollars in an effort to meet the economic, social, development, and community growth needs of Sussex County; and

WHEREAS, the Sussex County Board of Supervisors has acquired the Industrial Mega-Site in Sussex County, Virginia and continues to develop it; and

WHEREAS, the Virginia Tobacco Commission is accepting applications to establish grants for economic development projects in the Southern Virginia area of Virginia’s Tobacco’s region (“Program”); and

WHEREAS, in 2023 Sussex County was the recipient of \$61,050 and \$247,900 in grant funding from the Virginia Tobacco Commission and Virginia Economic Development partnership, respectively, that was matched with \$76,050 in County funds for the “Sussex County: Megasite – Master Planning, Conceptual Engineering, & Water Line Extension (Project # 4111)” project; and

WHEREAS, the master planning and conceptual engineering activities identified a series of infrastructure improvements that would help advance the shovel-readiness of the Sussex Megasite; and

WHEREAS, the Board of Supervisors wishes to apply to the Program for funding to support the design of utility infrastructure improvements identified from the previous project;

NOW THEREFORE BE IT RESOLVED, that the Sussex County Board of Supervisors does hereby authorize and approve of the submission of the “Sussex County: Sussex Megasite: Infrastructure Planning & Design (Project # 4224) application”; and

BE IT FURTHER RESOLVED, that Sussex County Administrator, Richard Douglas, is hereby authorized and directed to execute all project-related documents and be responsible for the accuracy of the application and for the appropriate use of funds, should they be granted.

Approved by the Sussex County Board of Supervisors and effective this 18th day of April, 2024.

By: _____
Wayne O. Jones, Chairman

Attest:

Clerk to the Board

SUSSEX COUNTY

RESOLUTION #24-47B

At a Meeting of the Board of Supervisors of the County of Sussex held at the Courthouse therefore, on the 18th day of April 2024.

PRESENT: VOTE:

Wayne Jones, Chairman	_____	_____
Steve White, Vice Chairman	_____	_____
Thomas Baicy, III	_____	_____
C. Eric Fly	_____	_____
Alfred Futrell	_____	_____
Phyllis Tolliver	_____	_____
Rufus Tyler	_____	_____

**RESOLUTION APPROVING APPLICATION TO THE VIRGINIA TOBACCO REGION
REVITALIZATION COMMISSION FY 2024 SOUTHERN VIRGINIA PROGRAM**

WHEREAS, economic prosperity, a diversified employment base and an improved quality of life are among the highest annual goals and priorities of the Sussex County Board of Supervisors; and

WHEREAS, Sussex County has invested thousands of public dollars in an effort to meet the economic, social, development, and community growth needs of Sussex County; and

WHEREAS, the Sussex County Board of Supervisors recognizes that placemaking and other community development efforts are an important strategy to support the advancement and attractiveness of the Sussex Megasite; and

WHEREAS, the Virginia Tobacco Commission is accepting applications to establish grants for economic development projects in the Southern Virginia area of Virginia’s Tobacco’s region (“Program”); and

WHEREAS, the County in partnership with the Town of Waverly wishes to apply to the Program in an effort to support business district revitalization efforts in the Town of Waverly; and

NOW THEREFORE BE IT RESOLVED, that the Sussex County Board of Supervisors does hereby authorize and approve of the submission of the Sussex County: Sussex & Waverly Business District Revitalization (Project # 4217) application”; and

BE IT FURTHER RESOLVED, that Sussex County Administrator, Richard Douglas, is hereby authorized and directed to execute all project-related documents and be responsible for the accuracy of the application and for the appropriate use of funds, should they be granted.
Approved by the Sussex County Board of Supervisors and effective this 16th day of April, 2024.

By: _____
Wayne O. Jones, Chairman

Attest:

Clerk to the Board

Sussex County

Details of Project Activities

In order to deliver shovel-ready sites for interested businesses as quickly as possible, all of the project activities listed below are focused on alleviating long lead times associated with capacity planning, design of infrastructure, and easement acquisition. The overall goal is to have designs, etc. in place for a majority of the critical infrastructure components of the Sussex Megasite so that – with the exception of the Route 460 water line – construction of such improvements could reasonably occur within the usual 18 to 24 month timeline expected by most investors.

From a budgetary perspective, Sussex County is applying for funds from the TRRC to serve as a portion of the required local match for VEDP’s VBRSP grant program. If successfully awarded funding from VEDP and the TRRC, Sussex County will then use these awards as leverage to secure additional funding from other organizations including USEDA, USDA Rural Development, and others.

A timeline that summarizes the intended monthly progression of activities and associated outcomes for this project is included at the end of this document.

a) Project Management

Given the County’s limited staff dedicated to economic development activities, Sussex will again outsource project management and oversight of any VBRSP grant award in FY24. As with the 2023 grant, timeline management, reporting, review of deliverables, and coordination and execution of scope by consultants will be the primary elements of this activity.

(b) Route 460 Waterline Design

This project will entail design of about 14 miles of 20” waterline from the existing Prince George County water system to the Megasite. There are two routes being considered (i.e. one following a VEPCO power easement, the other along U.S. Route 460), but the final route will be determined after further evaluation of how to achieve the most viable and cost-effective route for the waterline. Professional engineering services will include: (1) routing study, (2) design, (3) surveying, (4) geotechnical analysis, (5) subsurface utility engineering, (6) legal/owner administration, and (7) environmental delineation and permitting. The design phase would start with a routing study to further evaluate environmental, easement, constructability, and other critical factors in determining the waterline alignment. Additional engineering plans will be necessary for a proposed 1.5 MG water tank and 4.5 MGD booster pump station (BPS). These costs are broken down in greater detail below.

Total Estimated Costs (Source: Timmons): approximately \$6.4 million to \$7.8 million

- Routing Study Costs: \$262,586 to \$284,679
- Design Costs: \$3,807,504 to \$4,127,839
- Easement Acquisition Costs: \$1,775,000 to \$2,825,000
- Water Tank and BPS Design Costs: \$581,715

These activities may be affected by ongoing conversations between Sussex County and other key partners including Prince George County and a private water utility in the region. Sussex County will update TRRC and other relevant parties, as these matters unfold and reach a more definitive conclusion on approach.

c) Designs for Treated Wastewater Facilities

While treated wastewater is not an ideal, permanent solution for increasing the volume of water available to the Megasite, it is one that should still be planned for - as both an interim solution and attractive option for “green” companies. Based on the Feasibility Study completed by The Wooten Company in 2023, Level 2 reclaimed water could be provided to the Sussex County Megasite with minor improvements to the Atlantic Waste Management (AWM) Wastewater Treatment Facility (WWTF), the Black Swamp WWTF,

and the Spring Branch WWTF. The Black Swamp and Atlantic Waste Management WWTFs will produce the reclaimed water, and the influent from Spring Branch WWTF will be diverted to the Black Swamp WWTF. The treated reclaimed water produced from these facilities could be as much as 1.9 MGD, which would then be stored in a reclaimed water storage tank and distributed to the Megasite. The following is a breakdown of the project components:

Phase 1 - Design (Black Swamp WWTF Improvements)

- Expand Black Swamp WWTF to 1.60 MGD (this was already designed and permitted, but the reuse permit will need to be submitted and approved)
- Upgrade Black Swamp WWTF’s chlorine disinfection system so it can meet Total Residual Chlorine (TRC) requirements for Level 2 water reuse
- Design 1,100 L.F. of 18-inch reclaimed water line
- Design new 0.50-MG reclaimed water storage tank
- Total Cost (Source: The Wooten Company): \$560,000

Phase 2 - Design (AWM WWTF Improvements)

- Design upgrade to Atlantic Waste Management WWTF to include a new post-chlorine disinfection unit and new lab equipment to measure *E. coli* and TRC.
- Design 870-gpm Reclaimed Water Pump Station with 17,700 L.F. of 12-inch reclaimed water line
- Total Cost (Source: The Wooten Company): \$553,000

(d) Electrical Demand Study

During recent discussions of the Megasite with Prince George Electric Co-op (PGEC) related to prospect inquiries, it was determined that upgrades to the existing power substation were likely needed to accommodate significant power demands. While the existing PGEC substation is a source of reliable electricity, the County has observed that a number of prospects (e.g. Project Braveheart) may require “hyper loads” of electricity greater than what the existing substation can support in ideal time-to-market scenarios. The facility is also now 40 years old. The discussions with PGEC also revealed that design of facility upgrades, ordering of new transformers, and approval and construction of an expanded substation can take upwards of five years. Accordingly, the County would like to proceed with an analysis of the existing substation, in concert with understanding the electrical needs currently required in the market by various industries to ensure that continuous, reliable, and redundant power is available at the Megasite.

Total Estimated Cost (Source: PGEC): \$250,000

(e) Gas Pipeline and POD Design

Based on the outcomes of the Natural Gas Feasibility and Front-End Engineering Design (FEED) study undertaken in the 2023 VBRSP project, it was recommended that the original scope of the project be refocused on evaluation of the Point of Delivery (POD) – where the local distribution company (Columbia Gas) and the interstate transmission pipeline (TC Energy) interconnect – rather than to proceed with 30% design of the pipeline. Specifically, Columbia Gas explained that any upgrades that may be needed to the Point of Delivery (to accommodate natural gas flow rates associated with industrial growth) involve a lengthy process of evaluation, design, and execution of an upgraded or new POD. In addition, approvals from regulatory agencies and TC Energy will be required, resulting in lead times of up to 24 months; thus, the scope change was made so the POD study can be completed under the 2023 grant award first. Subsequently, design of the recommended POD and distribution line will be undertaken through this grant request. The specific tasks included in the project are:

- Evaluation of existing POD footprint for retrofit of new equipment based on estimated increase in customer loads
- Relocation of POD (if needed to accommodate new/larger equipment)
- Design (90%) of site plan for POD to meet new flow conditions to serve Sussex Megasite, including inlet fire gate valve, filtration, measurement, heater, regulation, overpressure protection and odorization to meet TC Energy specifications
- Design (60%) of the distribution line, helping to reduce lead times for natural gas delivery for prospective users
- Total Cost (Source: Columbia Gas of Virginia): \$686,000

(f) Well exploration/well development to identify other potential water sources (i.e. aquifers)

Virginia DEQ has suggested exploration of an alternative aquifer that isn't subject to the same limitations as the Potomac Aquifer. The credibility of this recommendation was recently reinforced when the County learned others were looking into the Yorktown-Eastover Aquifer as an alternative source within the region. Accordingly, the County would like to hire a hydrogeologist to perform a groundwater exploration study using non-intrusive geophysical survey and resistivity imaging. Once that is complete, a certified groundwater well system provider would be engaged to sequentially drill and test the most favorable well sites, up to 3 initially, on the 1,130-acre Megasite property in hopes of identifying other potential aquifer sources to serve this area. If viable options are revealed, the County will examine this source in greater detail. Even if no other viable options are identified, the results will at least provide a level of conclusiveness from a due diligence perspective.

Estimated costs are provided below:

- Groundwater Exploration Study: \$50,000
- Test Well Drilling: \$750,000
- Total Cost (Source: Timmons): \$800,000

(g) Route 460 Waterline Economic Impact & Market Study

Sussex County would like to hire a professional economist to calculate the regional economic impact of extending a permanent water supply along the Route 460 corridor in Prince George and Sussex Counties. With over 2,800 acres of active economic development sites along this key highway, as well as 3,200 additional acres previously identified by the Commonwealth for site development in Sussex County, these sites present a significant opportunity for economic growth; however, these properties are all hampered by one critical deficiency – water – thereby limiting the level of shovel-readiness they can offer. This study will provide credible projections that Sussex County can use as (1) strategic leverage for securing other funding sources to construct the waterline, (2) build momentum for current efforts to organize and coordinate economic development opportunities among localities near Route 460, and (3) assist the localities and other partners involved with determining a return on investment for such a significant infrastructure project.

Total Cost (Source: Mangum Economics): \$36,000

Sussex County - Megasite Utility Designs and Studies - VBRSP 2024 Timeline

	2024												2025												2026											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Management																																				
Route 460 Water Line Design																																				
Routing Study																																				
Field Services																																				
Preliminary Engineering																																				
Construction Documents																																				
Easement Acquisition																																				
Regulatory Approvals and Permits																																				
Designs for Treated Wastewater Facilities																																				
<u>Phase 1</u>																																				
Preparation of VPDES Permit Modification Application for Water Reuse																																				
VADEQ Review/Approval of VPDES Permit Modification for Water Reuse																																				
Pre-Bid Engineering Services: Preliminary Design Phase																																				
Pre-Bid Engineering Services: Final Design Phase																																				
Prepare all necessary state and local permits for project																																				
VADEQ Reviews and Approves all necessary state and local permits for project																																				
<u>Phase 2</u>																																				
Preparation of VPDES Permit Modification Application for Water Reuse																																				
VADEQ Review/Approval of VPDES Permit Modification for Water Reuse																																				
Pre-Bid Engineering Services: Preliminary Design Phase																																				
Pre-Bid Engineering Services: Final Design Phase																																				
Prepare all necessary state and local permits for project																																				
VADEQ Reviews and Approves all necessary state and local permits for project																																				

* Please note that this timeline assumes that a Performance Agreement for this project will be executed by May 2024. Any changes in this date will result in a comensurate change in the proposed timeline.

Sussex County - Megasite Utility Designs and Studies - VBRSP 2024 Timeline

	2024												2025												2026											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Electrical Demand Study																																				
Procurement						■	■																													
Identify Location and Necessary Permits/Remediation							■	■	■																											
Conduct Electrical Demand Study									■	■	■	■																								
Final Report													■	■	■																					
Well exploration/well development																																				
Groundwater Exploration Study						■	■	■	■																											
VDH Well Site Permitting								■	■																											
DEQ Pre-application and Test Plan									■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■												
Test Well Drilling																						■	■	■	■											
Economic Impact Study: Route 460 Water Line																																				
Procurement						■	■																													
Data Collection							■	■	■																											
Analyze Results									■	■																										
Report										■																										
Gas Line POD Design and Construction																																				
Engineering and Design																																				
TC Energy Prospective Report						■	■	■																												
30% Design (IFA)								■	■																											
60% Design (IFR)									■	■	■	■																								
90% Design (IFB)											■	■	■	■																						
100% Design (IFC)																■																				
Permits																	■	■	■																	
Easement Acquisition																		■	■	■																

* Please note that this timeline assumes that a Performance Agreement for this project will be executed by May 2024. Any changes in this date will result in a comensurate change in the proposed timeline.

Project Description

The Town of Waverly and Sussex County are requesting approximately \$33,100 in funding from the Tobacco Region Revitalization Commission for a Business District Revitalization Project. These funds will be matched with funds from the County and Town and used to conduct several consultant-managed planning and capacity building activities to encourage occupancy of vacant, underutilized buildings in downtown Waverly and to create more vibrancy and economic activity in the Town overall. All of these activities would have the important added benefit of enhancing quality of life, which the County and Town consider to be fundamental to ensuring the successful development of the Sussex Megasite, which is less than 2 miles west of downtown Waverly.

Miles B. Carpenter Museum

First, the Parties would like to augment existing revitalization efforts undertaken by the Town of Waverly with its recent acquisition of the Miles B. Carpenter Museum. This facility is a Virginia Historic Landmark, in the National Register of Historic Places, and a National Folk Art Site as designated by The Folk Art Society of America. Originally serving as his primary residence, Miles B. Carpenter bequeathed the building to the community upon his death with the intention for his house and attached property to be used in such a manner that all peoples could enjoy. Historically, the Museum served and promoted the arts in the surrounding area and also celebrated the peanut agricultural heritage of the region. Similar to other tourism-based organizations across the country, the Museum went inactive as a result of the COVID-19 pandemic and never re-opened. Consequently, the building fell into disrepair and became an eyesore for the community, especially with its significant frontage along the U.S. Route 460 corridor, which averages over 13,000 vehicle passings daily. The Town has re-established a Museum Board of Directors including a Board Chair with significant experience managing a private arts store in nearby Wakefield. Additionally, through its own funds and Virginia Tourism Corporation ARPA funds awarded to the County, the Town has brought the building back into a state of good repair and improved the surrounding 8-acres of the property. More work is needed to modernize the building and surrounding grounds to bring it back into a productive, value-added use, but the space has already hosted several successful community events with others planned. An old blueprint of the property has been included at the end of this narrative for reference.

As a next step, the Town would like to identify the remaining needs of the building and plan for future remodeling/upgrade needs to maximize its use and benefit to the community. The Town and County envision the space developed so that it can host an artist-in-residency program; community markets showcasing local artisans, craftspeople, and agricultural products; and other cultural events. According to Americans for the Arts, the arts drive an increased tax base, stronger social networks and community cohesion, reduced health risks, higher empathy, and more community pride – all of which will be essential to enhancing quality of life in Waverly, Sussex County, and the region. Similar efforts based in arts and agriculture elsewhere in Virginia have helped revitalize communities and create attractive downtowns, such as The Station in Floyd, Virginia, so there is evidence that this model works. These planning and capacity building activities will help ensure greater success in executing this vision while also safeguarding public and private dollars that may be needed to financially support future phases of this effort.

Overall, from a project activity and deliverable perspective, the County and Town would like to do the following (estimated costs and time to complete included):

1. Conceptual Architectural and Engineering Design Remodeling Plan: \$2,500; 90 days
2. Phase I Environmental Assessment: \$5,000; 60 days
3. Title Exam: \$500; 60 days
4. Conceptual Elevations and Interior Renderings: \$1,250; 90 days
5. Art Programming Feasibility Study: \$7,500; 120 days
6. An Operational Plan: \$6,000; 120 days
7. A Marketing Program to Solicit Space Operators: \$2,500; 150 days
8. Project Management/Consultant: \$5,050; 180 days

Total: \$30,300; 180 days

Old Melody Inn Property

A high volume of automobile traffic that traverses U.S. Route 460 on a daily basis, especially during the summer months as travelers use the highway as a means to access Virginia Beach and the Outer Banks. The Town sees that as a significant tourism and hospitality opportunity and has contemplated development of a hotel to capitalize on some of this traffic. At one time, the Town did have a small roadside motor hotel, The Melody Inn, at the intersection of U.S. Route 460 and E. Main Street (see postcard photo at the end of this narrative). Over time, the building fell into disrepair and abandonment, and the Town used its own funds to demolish the structure, remediate asbestos, and remove an underground storage oil tank. More recently, the Town acquired the parcels (estimated to be about 1 acre) associated with the Melody Inn through the public tax foreclosure process. Ownership of the property by the Town represents a significant step in realizing this lodging development, which is sorely lacking. A quick search of available, more modern hotels in the vicinity of Waverly suggests that the nearest traditional hotels are about a 30 minute drive from the Town. Furthermore, as it relates to the U.S. Route 460 corridor, the nearest hotels are 30 minutes to the northwest in Petersburg and more than 45 minutes to the southeast in Suffolk. Lack of a lodging amenity in the Town detracts from its ability to promote tourism and host visitors contemplating investment in the Sussex Megasite.

The owner of an adjacent restaurant property (estimated to be about 0.4 acres) has also expressed an interest in working with the Town to redevelop their property and construct a new restaurant building. This restaurant property sits right at the corner of U.S. Route 460 and E. Main Street, so it has significant street frontage, visibility, and serves as an important gateway into the Town. Consequently, there's a possibility for the Town to coordinate with the property owner, expand the footprint of the hotel concept, and provide a more localized food and beverage service through the proposed hotel. Providing a more unique type of hotel experience has been a big success in other rural communities across Virginia, such as The Inn at Blackstone in the Town of Blackstone and The Western Front Hotel in the Town of St. Paul. The Town has had conversations with professionals in the hospitality industry who specialize in creating these types of unique lodging experiences. A hospitality study provided by one of these professionals would help the Town better understand the market demand for this use and ensure greater success of this

concept. This information could then be bundled with financial and graphic information into marketing materials for potential investors and hotel operators to consider.

From a project activity and deliverable perspective, the County and Town would like to do the following (estimated costs and time to complete included):

1. Hospitality Study: \$15,000; 90 days
2. Conceptual Elevations: \$1,500; 90 days
3. Construction Budget and Pro-forma: \$3,500; 120 days
4. Title Exam: \$500; 60 days
5. Project Management/Consultant: \$4,100; 120 days

Total: \$24,600; 120 days

Co-working Space

Finally, the Town and County would like to explore the development of a co-working space at a nearby building on the north side of West Main Street on the second floor above an existing pharmacy. The space appears to be in decent condition so significant upgrades would not likely be necessary. At least 6 separate spaces could be rented to potential business tenants. The Town received a Community Business Launch (CBL) award from DHCD and has committed to creating 3 new or expanded businesses and 5 employees. The Town and County would like to be prepared to accommodate additional workspace needs beyond the deliverables from the CBL grant. While this space is located on the second floor of an existing building (thereby unable to accommodate CBL awardees), the Parties anticipate there may be demand for additional space throughout the community. An alternative, second space may be needed for any spillover effect that the added business activity is expected to create and to accommodate remote workers seeking short-term temporary and/or more affordable workspace.

The building is privately owned, so a public-private partnership between the building owner and local representatives would need to be developed. Conversations regarding this concept have already been suggested to the building owners who support the concept and this application (see support letter from CHP Enterprises, LLC). One of the building owners is also very active in the community and currently serves on Waverly Town Council. The Parties would like to use funding to explore the feasibility of developing a public-private partnership with the building owners while also identifying improvements to the space so that it would be attractive to most co-working ventures.

From a project activity and deliverable perspective, the County and Town would like to do the following (estimated costs and time to complete included):

1. Feasibility Study and Operational Plan for Public-Private Co-working Space: \$7,500; 60 days
2. Measured Drawings and Conceptual Interior Renderings: \$2,000; 60 days
3. Project Management/Consultant: \$1,800; 60 days

Total: \$11,300; 60 days



4.81 ACRE

WOOD WALKWAY

IRON

S 2° 24' 26" W
179.87'

WOOD STAGE

FORMER GREENHOUSE LOT

PRIVY

POLE

LIGHT POLE

2 STORY FRAME BLD

POLE SHED

FRAME GARAGE

FRAME SHED

1-STORY FRAME BLDG.

RUINS OF OLD HOUSE

BRICK WALK

DRIVE

GRAVEL DRIVE

SEE INSET

IRON

269.07'

N 29° 57' 23" W

FRAME SHED

40.66'

POLE

POLE

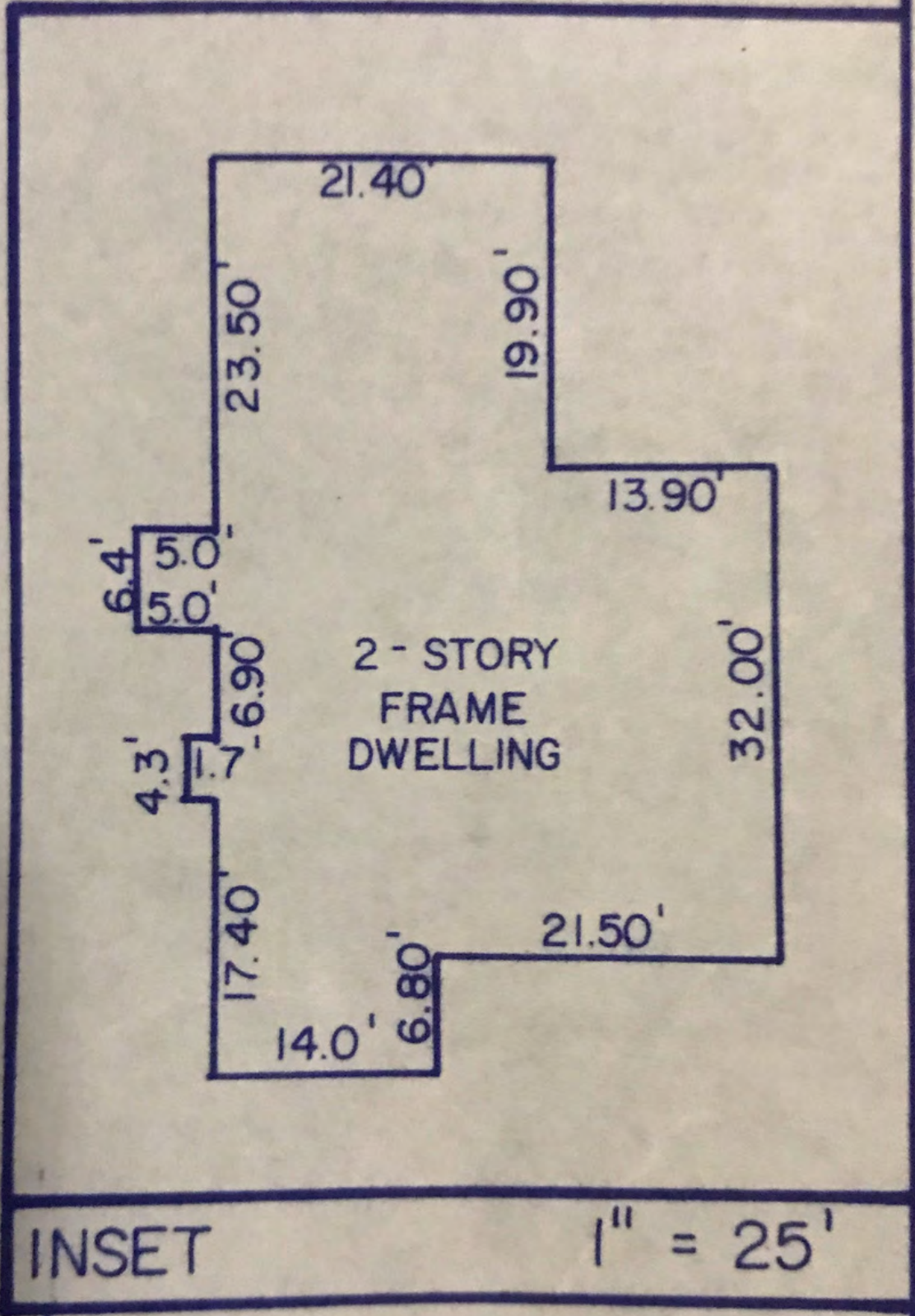
IRON

IRON

BOLT FD.

U.S. ROUTE

460





BOARD ACTION FORM

Agenda Item: Action Item #6.04

Subject: CPMT Position Request

Board Meeting Date: April 18 2024

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Summary: At its February regular meeting the Children’s Services Act (CSA) Community Policy and Management Team (CPMT) voted to support the request for an additional CSA position (CSA Management Specialist) at an approximate cost of \$65,000 (the CPMT is currently chaired by the County Administrator and includes senior representatives of the county school system, DSS, DJJ, CSB, and VDH). CSA Coordinator Titiana Nicholson requested this position at the “big ticket” budget session in January (her memo is attached for your review), but the CPMT is requesting that the position be funded immediately to address current CSA needs. Specifically, this additional position will meet the following needs identified by the Virginia Office of Children’s Services in recent program audit findings: 1) utilization review of current services; and 2) back-up CSA Coordinator.

Utilization review is a critical but time intensive function, periodically reviewing services provided to children and making recommended changes as needed, which can also reduce state and local CSA costs and avoid OCS compliance penalties. Having a staff person who can also serve in a back-up capacity and assume the role of CSA Coordinator when needed is also critical to the CSA program and the ability to meet various eligibility deadlines and provide continuity and consistency in program operations. The number of children receiving CSA services, the variety/complexity of services, and the costs of these services continue to increase rapidly, supporting the need for additional personnel to properly administer the CSA program. However, please note that no additional state funds are available to support an additional position, and the requested \$65,000 (salary and benefits for one full-time position) would be the responsibility of the county.

Recommendation: That the Board a CSA Management Specialist position at a total cost of \$65,000.

Attachment: CSA Coordinator memo

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ACTION: That the Board approves a CSA Management Specialist position at a total cost of \$65,000.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>		<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___		W. Jones	___	___
Fly	___	___		Tolliver	___	___
Futrell	___	___		Tyler	___	___
			White	___	___	



Board of Supervisors

Wayne O. Jones, Chairman
Rufus E. Tyler, Sr
C. Eric Fly, Sr
Alfred G. Futrell
Phyllis T. Toliver
Thomas W. Baicy, III

Post Office Box 1397
20135 Princeton Road
Sussex, Virginia 23884

Richard Douglas
County Administrator
rdouglas@sussexcountyva.gov

Telephone: (434) 246-1000
Facsimile: (434) 246-6013
www.sussexcountyva.gov

Date: January 31, 2024
To: Board of Supervisors
From: Titiana Nicholson, CSA Coordinator
Subject: CSA Management Specialist Personnel Position

This memo is to formally request an additional staff member for the Children Services Department. Recently, the department have experienced a significant increase in cases, primarily due to the rise of special education students, neglect, abuse, abandonment, and other issues endangering their health and/or safety. Prior to employment, the CSA department was in much disarray. However, since employed, I have been building this program from the ground up and still learning and finding out everything that needs to be in place.

With being said, the **CSA Management Specialist** duties will include but not limited to:

- Monitors and reviews utilization review service plans for youth and families occur in compliance with state and local CSA polices
- Review and makes recommendations for appropriate transition planning and step down services as needed for specific children
- Makes scheduled site visits to vendors/service providers to ensure that service delivery is congruent with approved individual service plans develop by FAPT
- Assist with creating or enhancing a standardized utilization management system or tracking system for designated CSA funding children
- In conjunction with CSA Coordinator, provided recommendations to FAPT, CSA committee regarding the most effective and efficient use of CSA expenditures
- Facilitates the role of the CSA Coordinator backup
- Assist with managing clients' files
- Provide support to CSA Coordinator
- Other duties may be assigned as needed.

The current **CSA Coordinator duties** include:

- Manages the Family Assessment and Planning Team (FAPT) process; schedules meetings; screens and refers cases, plans services,
- Reviews individual case reports for compliance with state mandates and local policies and procedures; coordinates parent and agency representatives at FAPT.
- Staff and support Community Policy & Management Team (CPMT); attends meetings; prepares CPMT case summaries; addresses issues and concerns with the CSA process; evaluates outcome of services funded through CSA to assist CPMT with utilization management.

- Ensures that required paperwork is completed on each case; negotiates fees with service providers and completes contracts for services
- Oversees fiscal management of the CSA including Purchase of Service Orders, Pool Reimbursement Request reports, and filing for supplemental allocations as needed; plans, monitors and projects the needs of the CSA budget.
- Review and analyze data information; Analyze processes, identify problems, and make recommendations for improvements;
- Assess community needs and develop community resources for meeting those needs;
- Attending FAPT and CPMT meetings.
- Completing the basic Client information on IFSPs.
- Procuring contracts.
- Ensuring Vendor insurance and licenses are up to date.
- Monitoring compliance with completion of CANS assessments and ensuring Case Managers are aware of due dates.
- Maintains familiarly with available resources to make, suggest, and assist case managers and families
- Completes corrective action plans as required;
- Coordinate agency and community resources and programs;
- Plan, organize and oversee the activities of volunteer personnel;
- Prepare and maintain files and records
- Serves as liaison between CSA and various other various local and state agencies.
- Administrative role to ensure CPMT duties are fulfilled
- Assist the Community Policy and Management Team (CPMT) with the development, implementation and revision of policies and procedures regarding the operation of the CSA program. Such policies include those governing the interagency referral, review and provision of services, quality assurance and accountability, and appeals procedures.
- Implement, in collaboration with local partner agency (Department for Social Services, Court Services Unit, Community Services Board, school district) staff, the policies, procedures and guidelines adopted by the State Executive Council; responsible for monitoring and providing information to the CPMT on all partner agency policy changes, legislative changes or any local, state or federal policy, guideline or legal changes that affect the operation of the CSA program. Includes monitoring of legislation during the General Assembly session.
- Responsible for planning, monitoring and projection of needs of the CSA budget.
- Report to the CPMT on the types of services provided to families and the expenditures associated with those services.
- Ensure all CSA requirements are met in order for locality to receive state reimbursement for funded services. Such requirements include, but are not limited to, the quarterly submission of the CSA data set and the monitoring of the use of the mandatory uniform assessment instrument.
- Report results of evaluations to the CPMT.
- Assist the CPMT in the development of measurable outcomes and a means of collecting and analyzing data regarding those outcomes.
- Provide training and technical assistance in the provision of efficient and effective services that are responsive to the needs and strengths of at-risk youth. Includes training for CPMT and FAPT members, other agency staff and parents on the roles of FAPT and CPMT, CSA state and local requirements, Medicaid processes and CANS certification.
- Identify existing gaps in the service delivery system.
- Provide leadership in working with FAPT and CPMT in identifying and developing strategies and options, including best practices, for increasing local service and treatment alternatives to address gaps and better meet the needs of children and families.

- Assist the FAPT in the development, implementation and revision of policies and procedures regarding: review of referrals, family participation in the FAPT process, development of the Individual and Family Service Plan, FAPT recommendation to CPMT regarding services and funds, and designation of case manager.
- Prioritize family involvement and engagement in the FAPT process, and ensure that parents and caregivers are included in all aspects of service planning and provision.
- Provide case managers and FAPT information on vendors, services, treatment options and modalities across the state.
- Identify the most appropriate funding sources for services and assure all resources have been explored prior to use of CSA funding.
- Make or ensure that all logistical arrangements are made for meetings of the CPMT and FAPT, including, but not limited to: providing the agenda, notifying participants (including parents), providing a confidentiality agreement, taking minutes and ensuring the proper representation of members on CPMT and FAPT as required by the Code of Virginia.
- May be required to employ and supervise support staff to fulfill CSA administrative requirements

***Please note that if this position is declines, state audit findings will continue to increase until the position is considered. ***

Thank you for your consideration. I am willing to work with you all to accommodate my request, taking into account what is best for children here in Sussex County.

BOARD ACTION FORM

Agenda Item: Action Item #6.05

Subject: Courthouse Heating and Air System Software Replacement

Board Meeting Date: April 18 2024

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Summary: Attached for your consideration is a proposal from Trane Controls for the replacement of existing heating and air system controllers in the courthouse, at the cost of \$89,880. While the entire heating and air system should be replaced within the next few years, the controllers are critical to the system and will be compatible with a new system. The current controllers are obsolete, with the software license expiring in September 2019, and the temperature controls can no longer be adjusted remotely or manually, requiring a costly vendor service visit each time temperatures need to be adjusted. For this reason, staff is recommending that we move forward as soon as possible with this portion of the system replacement. Approximately \$60,000 has been placed in capital reserves for replacement of the system, which could be used to cover the majority of this project cost. A budget amendment is attached for your consideration.

Recommendation: That the Board approves Budget Amendment #24-49 and Trane Controls proposal at a cost not to exceed \$89,880.

Attachment: Budget Amendment #24-49and Copy of Trane Controls Proposal

=====

ACTION: That the Board approves Budget Amendment #24-49 and Trane Controls proposal at a cost not to exceed \$89,880.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
		White	___	___	

RESOLUTION #24-49
FY24 BUDGET AMENDMENT

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for Administration be and hereby is made for the period of July 1, 2023 through June 30, 2024. This resolution will appropriate local reserve funds to the Public Works Department FY24 annual operational budget for courthouse heating and air replacement.

FUND # 100
GENERAL FUND

REVENUE

Fund 135 Local	<u>\$33,115</u>
Total Revenues	\$33,115

EXPENDITURE

Fund 100 Public Works	<u>\$33,115</u>
Total Expenditures	\$33,115

Adopted this 18th day of April, 2024.

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Shilton R. Butts, Clerk
Sussex County Board of Supervisors

Trane Controls Proposal

Sussex Co Courthouse Unit Controller Replacements

February 16, 2024

Proposal Number: 7630363

Controls Proposal For	Local Trane Office	Trane Account Manager	Controls Account Manager
Contact Name Sussex County	Trane U.S. Inc. 10408 Lakeridge Parkway, Suite 100 Ashland, VA 23005 (804) 747-3588	Myra Dyke Phone: (434) 294-5922 myra.quicke@trane.com	Laura Sneed Phone: (804) 241-1752 laura.sneed@trane.com
Site Address: Sussex County Courthouse 15098 Courthouse Rd Sussex, VA 23884			



TRANE[®]

Prepared For:

Contact Name

Date:

February 16, 2024

Job Name:

Sussex Co Courthouse Unit Controller Replacements

Proposal Number:

7630363

State Contractor License Number:

2705 047272A

Proposal Expiration Date:

30 Days

Trane Controls – Scope of Work

- Replace existing unit controllers (from original BAS installation in 1994) and pull into existing Tracer SC+:
 - Replace existing (1) Boiler PCM Controller with new UC600 BACnet unit controller.
 - ~16 Input/Output points
 - Hard-wired BACnet link to existing Tracer SC+ system controller.
 - Replace existing (1) Lighting Controller with new BACnet unit controller.
 - Hard-wired BACnet link to existing Tracer SC+ system controller.
 - Replace existing (27) Fan-powered Box (FPB) Controllers with new Symbio 210 BACnet unit controller.
 - Hard-wired BACnet link to existing Tracer SC+ system controller.
- Install 5-year Software Maintenance Plan (SMP) license and update SC+ software to most up to date version. The existing SMP license expired on 9/17/2019. Current at SC+ software version v5.10.1315.
- Update graphics as needed.

Project Management:

- Kick-off meeting with owner's representative for project coordination.
- Coordinate with owner representative for security access and project implementation.
- Project management, programming, and checkout of provided equipment and controls.

Project Closeout:

- Backup installed system at completion of project.
- Record drawings including O&M's of provided controls.
- One year warranty on all new parts and associated installation labor.
- Up to (4) hours of on-site training on the operation of the updated control system.

Proposal Clarifications:

- The AHU controller has already been updated to a UC600.
- Owner to provide access to the buildings.
- Appropriate sales and use taxes are included.
- All work to be performed during normal business hours.

Proposal Exclusions:

- Controls for any systems not listed above.
- Replacement or repair of existing equipment or systems.
- IT network infrastructure, including LAN drops, Ethernet switches, and firewall modifications.
- Any deficiencies in the existing systems are not covered under this proposal.
- Additions, modifications, or enhancements not specified in the scope of service.



TRANE

TRANE
TECHNOLOGIES

- Painting, patching, or building repair work.
- Davis-Bacon Act or prevailing wages.
- Buy American Act compliance.

PRICING AND ACCEPTANCE

Description	Price
Sussex Co Courthouse Unit Controller Replacements	\$89,880

Respectfully submitted,



Laura Sneed
Controls Account Manager

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p>_____</p> <p>Authorized Representative Signature</p> <p>_____</p> <p>Printed Name</p> <p>Title _____</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p>	<p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>Title _____</p> <p>Trane License Number: 2705 047272A</p> <p>Acceptance Date _____</p>

A 0.5% prompt payment discount is available if payment is received within ten (10) days from the date of invoice. Additional prepayment discounts are available through Trane's Anticipated Discount Program. Please discuss with your account manager for further information on these programs.



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in



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writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (if) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY



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BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee



rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)

Supersedes 1-26.251-10(1221)



